

4a

*Charge Against Employer—General Counsel's Ex. 1-A*

4. Address (Street and number, city, zone, and State)

425 Winthrop Street, Toledo, Ohio

Telephone No.

ADams 4611

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

Congress of Industrial Organizations

6. Address of National or International, if any (Street and number, city, zone, and State)

Washington, D. C.

Telephone No.

7. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By (s) Lowell Goerlich

(Signature of representative or person filing charge)

Attorney for UAW-CIO

(Title, if any)

May 6, 1953

Date

## EVIDENCE FOR RESPONDENT

	Direct	Cross	Redirect	Recross
William Stanley . . . . .	96a			
W. R. Opp . . . . .				97a
				PAGE
Intermediate Report and Recommended Order . . . . .				100a
Exceptions of Ranco, Inc. . . . .				123a
Decision and Order . . . . .				130a
Petition for Enforcement of an Order of the National Labor Relations Board . . . . .				139a
Answer of Respondent . . . . .				141a
Proceedings in the U.S.C.A. for the Sixth Circuit				143
Minute entry of argument and submission (omitted in printing)				
Judgment . . . . .				143
Petition for rehearing . . . . .			(omitted in printing)	
Order denying petition for rehearing . . . . .				144
Clerk's certificate . . . . .			(omitted in printing)	
Order allowing certiorari . . . . .				144



**GENERAL COUNSEL'S EXHIBIT No. 1-C****COMPLAINT**

Case No. 8-CA-847

It having been charged by International Union, United Automobile, Aircraft & Agricultural Implement Workers of America, UAW-CIO, that Ranco, Inc., hereinafter called the Respondent, has engaged in and is now engaging in certain unfair labor practices affecting commerce, as set forth and defined in the Labor Management Relations Act, 1947, hereinafter called the Act, the General Counsel of the National Labor Relations Board, on behalf of said Board, by the Regional Director for the Eighth Region, hereby issues his Complaint and alleges as follows:

1.

At all times material herein, Respondent, an Ohio corporation with principal offices located at Columbus, Ohio, has engaged in the manufacture of thermostatic controls for refrigerators, automobile heaters and other equipment at its Delaware, Ohio, plant.

2.

Respondent, in the course and conduct of the business operations of its Delaware, Ohio, plant, annually purchases raw materials valued in excess of \$1,000,000, more than 50% of which are shipped to its Delaware, Ohio, plant from points outside the State of Ohio. Respondent annually produces finished products at its Delaware, Ohio, plant valued in excess of \$1,000,000, of which in excess of 75% are shipped to points outside the State of Ohio from its Delaware, Ohio, plant.

3.

The Respondent is engaged in commerce within the meaning of Section 2 (6) and (7) of the Act.

# CHRONOLOGICAL LIST OF RELEVANT DOCKET ENTRIES

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RANCO, INC.,

and

INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AIRCRAFT & AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA, UAW-CIO.

---

Case No. 8-CA-847

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- 5. 8.53 Charge against employer filed by International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-CIO, hereinafter called the Charging Party.
- 8. 7.53 Complaint and Notice of Hearing issued by National Labor Relations Board, hereinafter called the Board.
- 8.12.53 Board's Order issued rescheduling hearing.
- 8.28.53 Answer to Complaint filed by Ranco, Inc., hereinafter called Respondent.
- 10.12.53 Order issued designating Charles W. Schneider Trial Examiner for the Board.
- 10.12.53 Hearing opened.
- 10.13.53 Hearing closed.
- 3. 8.54 Trial Examiner's Intermediate Report issued.
- 3. 8.54 Order issued transferring case to Board.
- 4.12.54 General Counsel's Exceptions to Intermediate Report filed.
- 4.12.54 Respondent's Exceptions to the Intermediate Report filed.
- 8.25.54 Board's Decision and Order issued.

COURT, U.S.

# TRANSCRIPT OF RECORD

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Supreme Court of the United States

OCTOBER TERM, 1955

No. 422

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RANCO, INC., PETITIONER,

vs.

NATIONAL LABOR RELATIONS BOARD

---

PETITION FOR CERTIORARI TO THE UNITED STATES COURT OF APPEALS  
FOR THE SIXTH CIRCUIT

---

PETITION FOR CERTIORARI FILED SEPTEMBER 26, 1955

CERTIORARI GRANTED NOVEMBER 14, 1955



## GENERAL COUNSEL'S EXHIBIT No. 1-A

United States of America

## NATIONAL LABOR RELATIONS BOARD

## CHARGE AGAINST EMPLOYER

Where a charge is filed by a labor organization, or an individual or group acting on its behalf, a complaint based upon such charge will not be issued unless the charging party and any national or international labor organization of which it is an affiliate or constituent unit have complied with section 9 (f), (g), and (h) of the National Labor Relations Act.

Do Not Write In This Space

Case No.

8-CA-847

Date Filed

May 8, 1953

Instructions: File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

Compliance Status Checked By:

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

Name of Employer

Ranco, Inc.

Number of Workers  
Employed

Approx. 300

Address of Establishment (Street and number, city, zone, and State)

Delaware, Ohio plant

Nature of Employer's Business (State whether manufacturing, mining, construction, transportation, communication, other public utility, wholesale, or retail trade, service, etc., and give principal product or type of service rendered.)

Mfg. of controls for refrigeration, heating, ventilating and air conditioning.

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsection (1) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

## 2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

That said employer interfered with, restrained and coerced its employees in the exercise of their rights guaranteed in Section 7 of the Act by—

- 1—On or about February 28, 1953 and thereafter said employer denied International Union United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-CIO,

*General Counsel's Exhibit No. 1-C—Complaint*

4.

International Union, United Automobile, Aircraft & Agricultural Implement Workers of America, UAW-CIO, hereinafter called the Union, is a labor organization within the meaning of Section 2 (5) of the Act.

5.

Respondent, from on or about January 30, 1953, to date, has prevented and attempted to prevent said Union and its agents and representatives from circulating or distributing among the employees of said plant in the Respondent's parking lot and elsewhere on Respondent's premises, pamphlets, literature and other written or printed material which said Union considered advisable, expedient or necessary to circulate in the exercise of its rights under Section 7 of the Act.

6.

At all times material herein, Respondent has had in effect a company rule or policy and since on or about January 30, 1953, has enforced and attempted to enforce the following rule or policy against said Union: The distribution of literature of any sort on company premises is restricted to company representatives and employees of the plant.

7.

Respondent, since on or about March 1, 1953, to date, sponsored and encouraged the formation of, and fostered the growth and administration of anti-union employee groups, and assisted said anti-union employees and employee groups in the preparation, dissemination and distribution of anti-union literature to its employees, and contributed financial and other support for such preparation, dissemination and distribution.



*General Counsel's Exhibit No. 1-C—Complaint*

8.

By the acts described above in Paragraphs 4, 5 and 6, and by each of said acts, Respondent did interfere with, restrain and coerce and is interfering with, restraining and coercing its employees in the exercise of their rights guaranteed in Section 7 of the Act, and did thereby engage in and is thereby engaging in unfair labor practices within the meaning of Section 8 (a) (1) of the Act.

9.

The activities of Respondent, described above in Paragraphs 5, 6, 7 and 8, occurring in connection with the operations of Respondent, described above in Paragraphs 1, 2 and 3, have a close, intimate and substantial relation to trade, traffic and commerce among the several states and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

10.

The acts of Respondent, described above, constitute unfair labor practices affecting commerce within the meaning of Section 8 (a) (1) and Section 2 (6) and (7) of the Act.

Wherefore, the General Counsel of the National Labor Relations Board, on behalf of the Board, has caused this Complaint to be signed and issued by the Regional Director for the Eighth Region this 7th day of August, 1953.

(s) John A. Hull, Jr.,  
Regional Director, Eighth Region,  
National Labor Relations Board.



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## EVIDENCE FOR GENERAL COUNSEL

	Direct	Cross	Redirect	Recross
W. R. Opp . . . . .		55a		68a
Reuben Peters . . . . .	73a	84a	89a	89a
W. R. Opp (Recalled).....				90a
Ocie Harter . . . . .	92a	93a	93a	
Gene Ford . . . . .	94a	94a		

*Charge Against Employer—General Counsel's Ex. 1-A*

the right to distribute literature on said employer's premises at a location which was the only location at which said representatives of the union could effectively distribute said literature as said employees left the premises of said employer, although said employer permitted the distribution of anti-union literature at said location on its premises.

2—That on or about March 10, 1953 said employer paid for the printing of anti-union literature which was distributed by its employees on said company's premises at a location to which access was denied union's representatives.

3—That on or about March 16, 1953 said employer announced a wage increase for the purpose of discouraging the union's campaign for membership.

4—That on or about May 2, 1953 and thereafter said employer held captive audiences of its employees on company time and property using said captive audiences for the purpose of indoctrinating its employees with anti-union propaganda. Said employer denied a like privilege to representatives of the union although request was made therefor and although without the exercise of such privilege, the union had no other reasonable way to present its case to said employees.

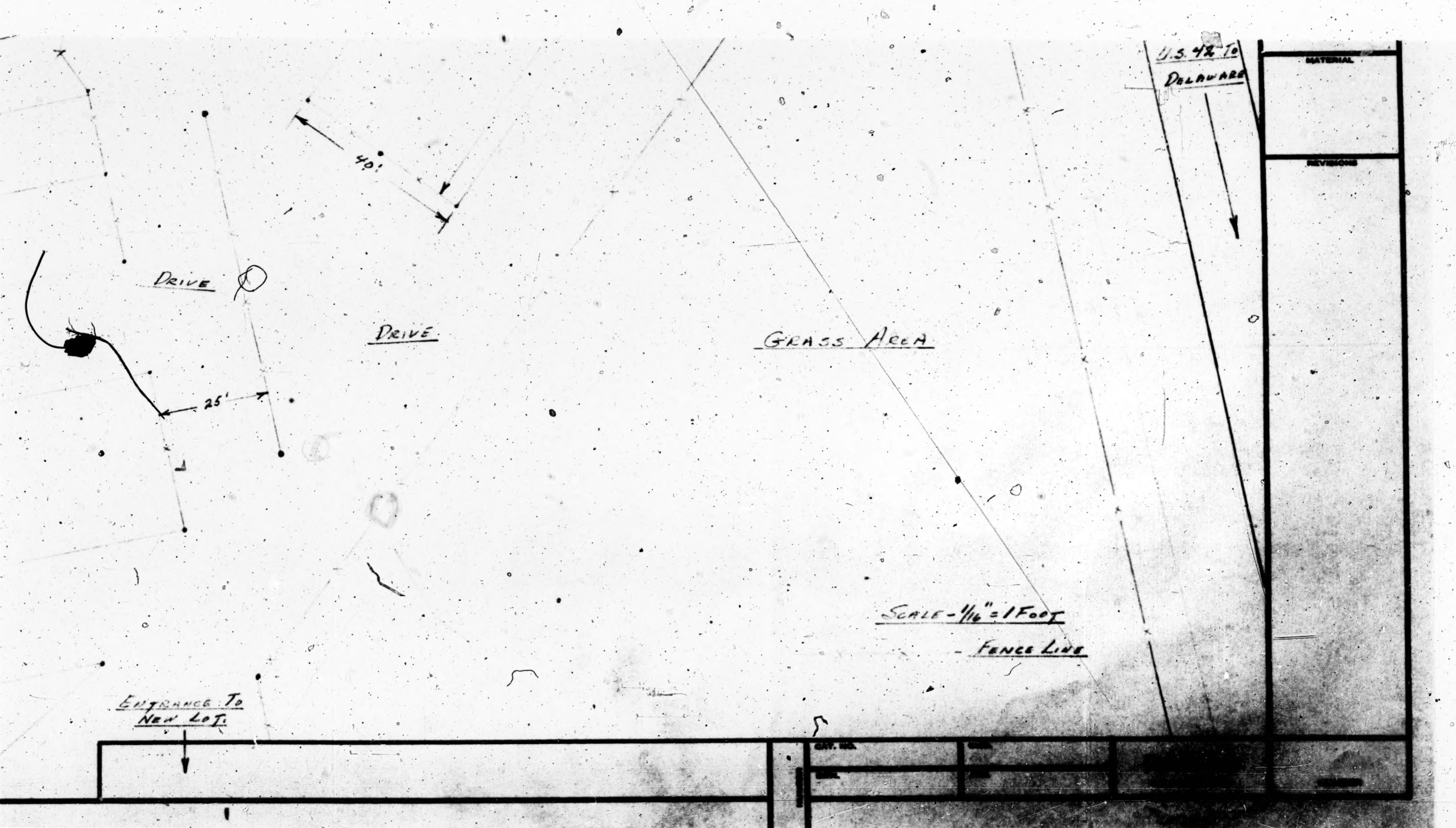
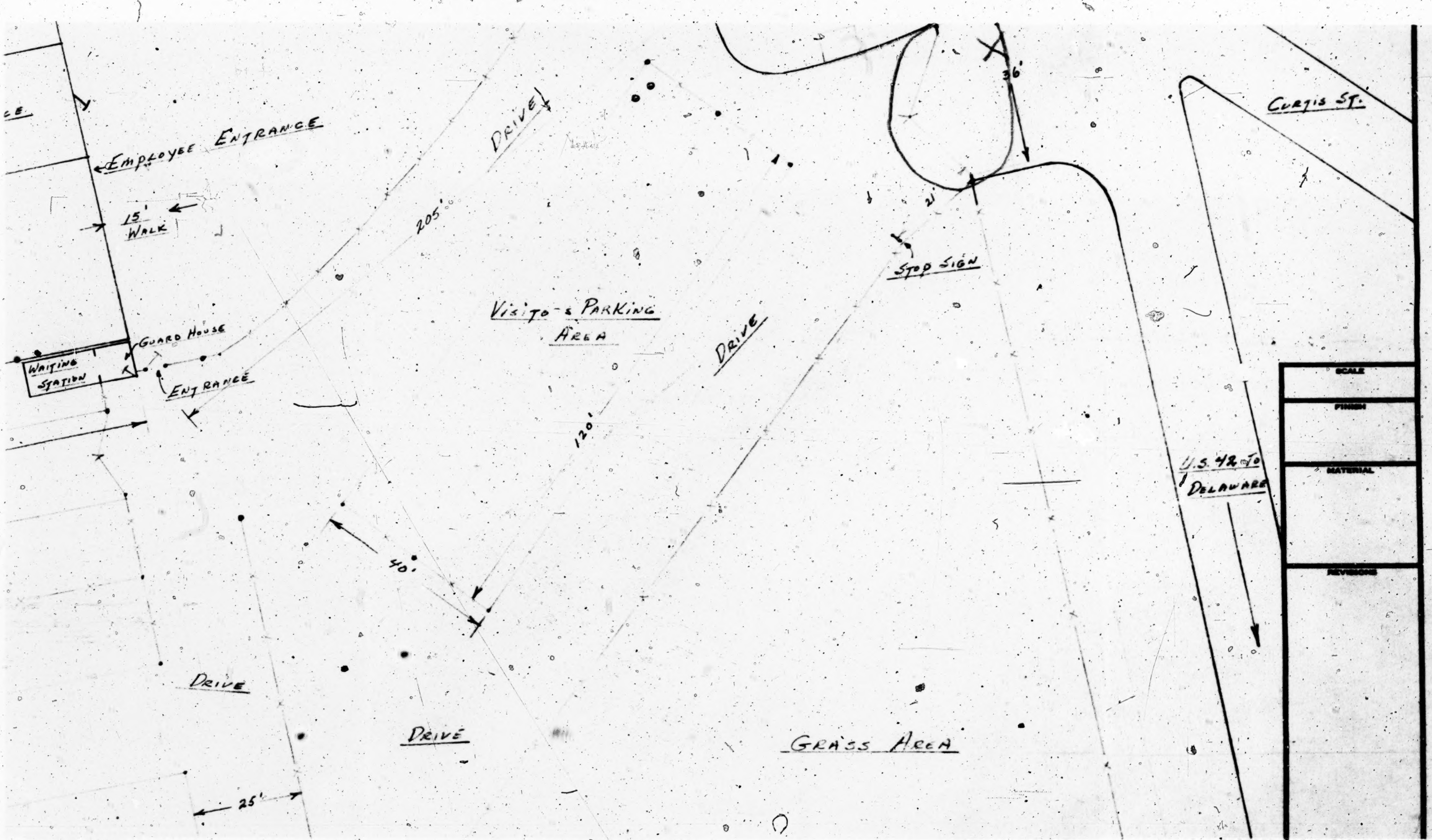
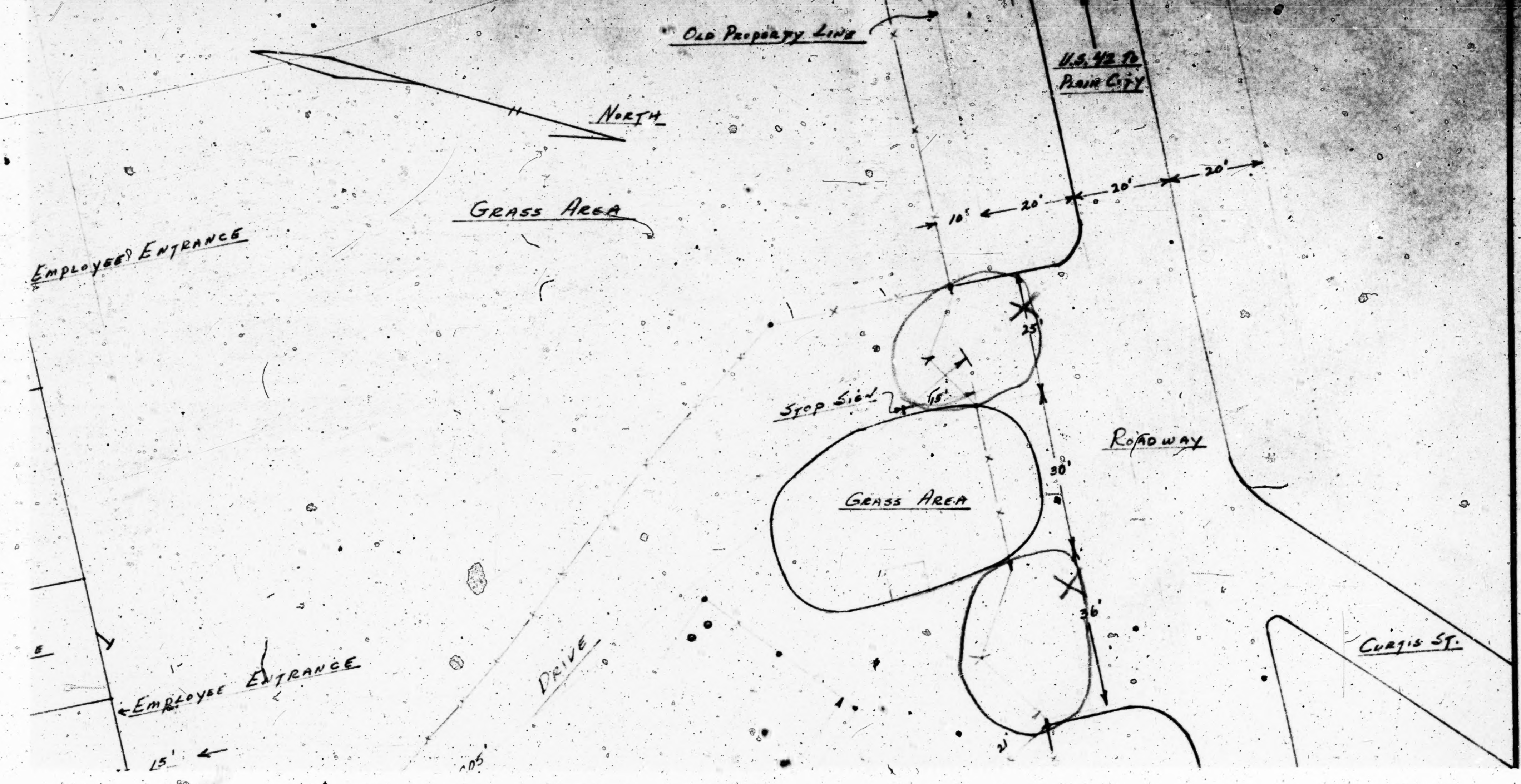
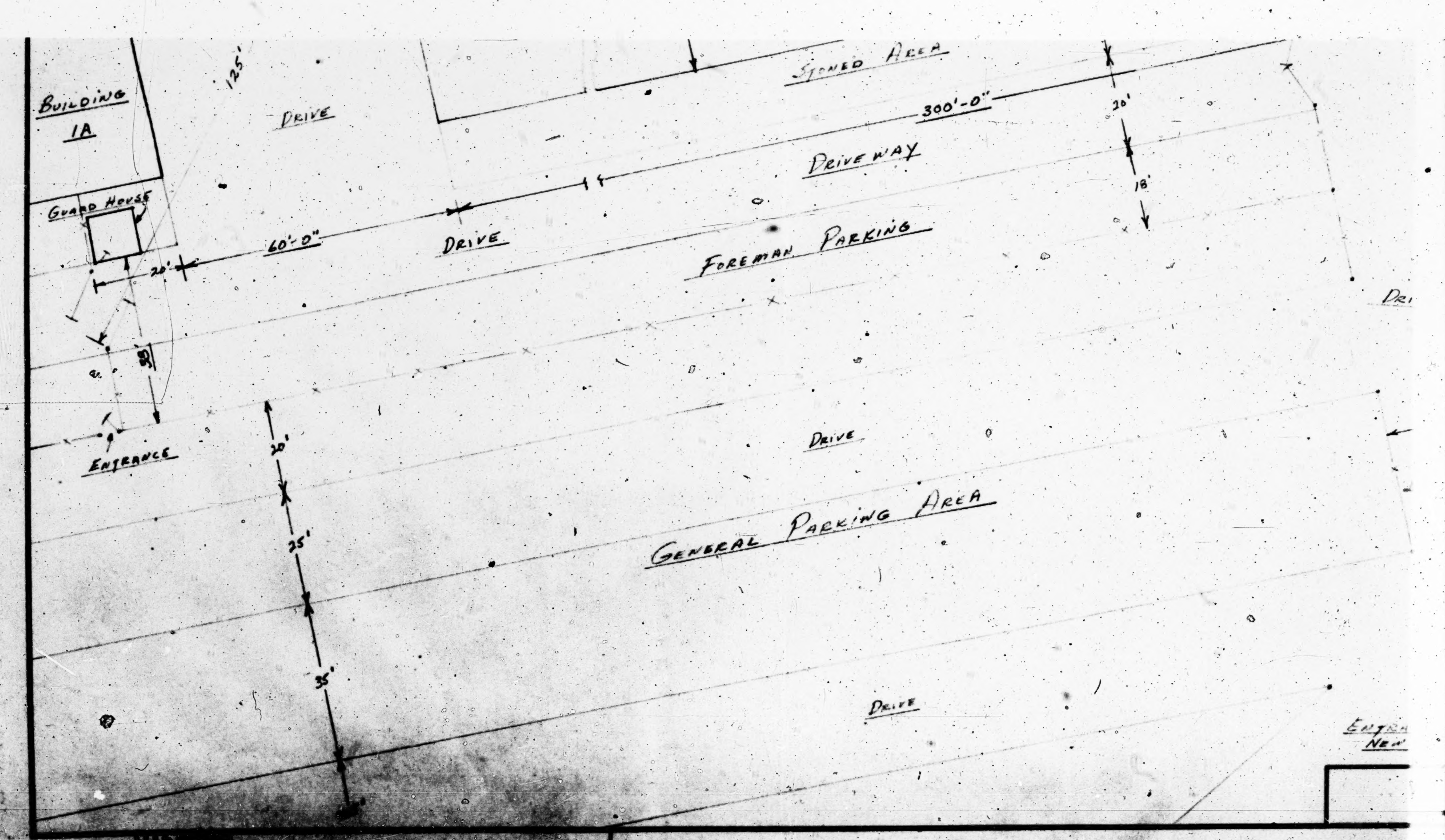
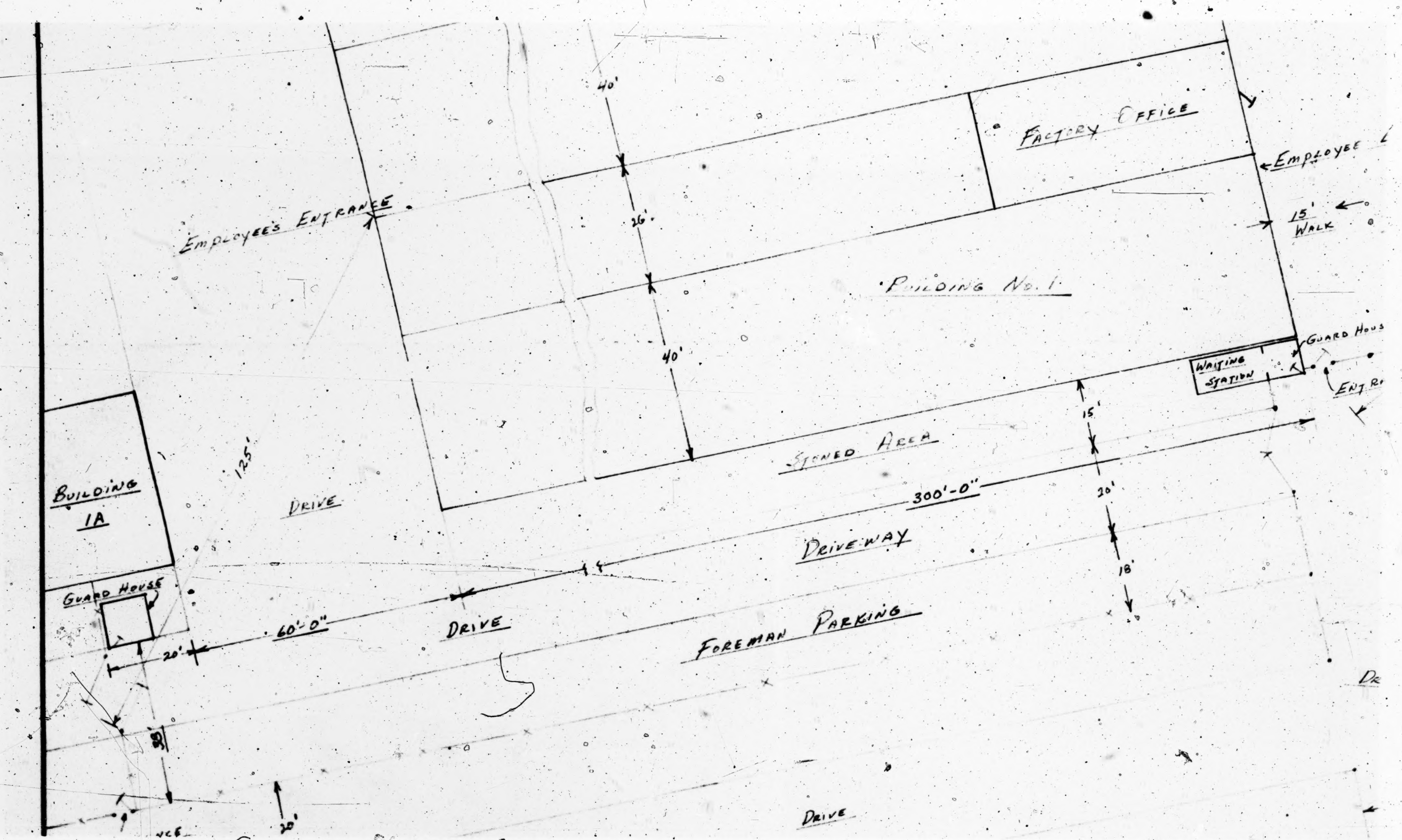
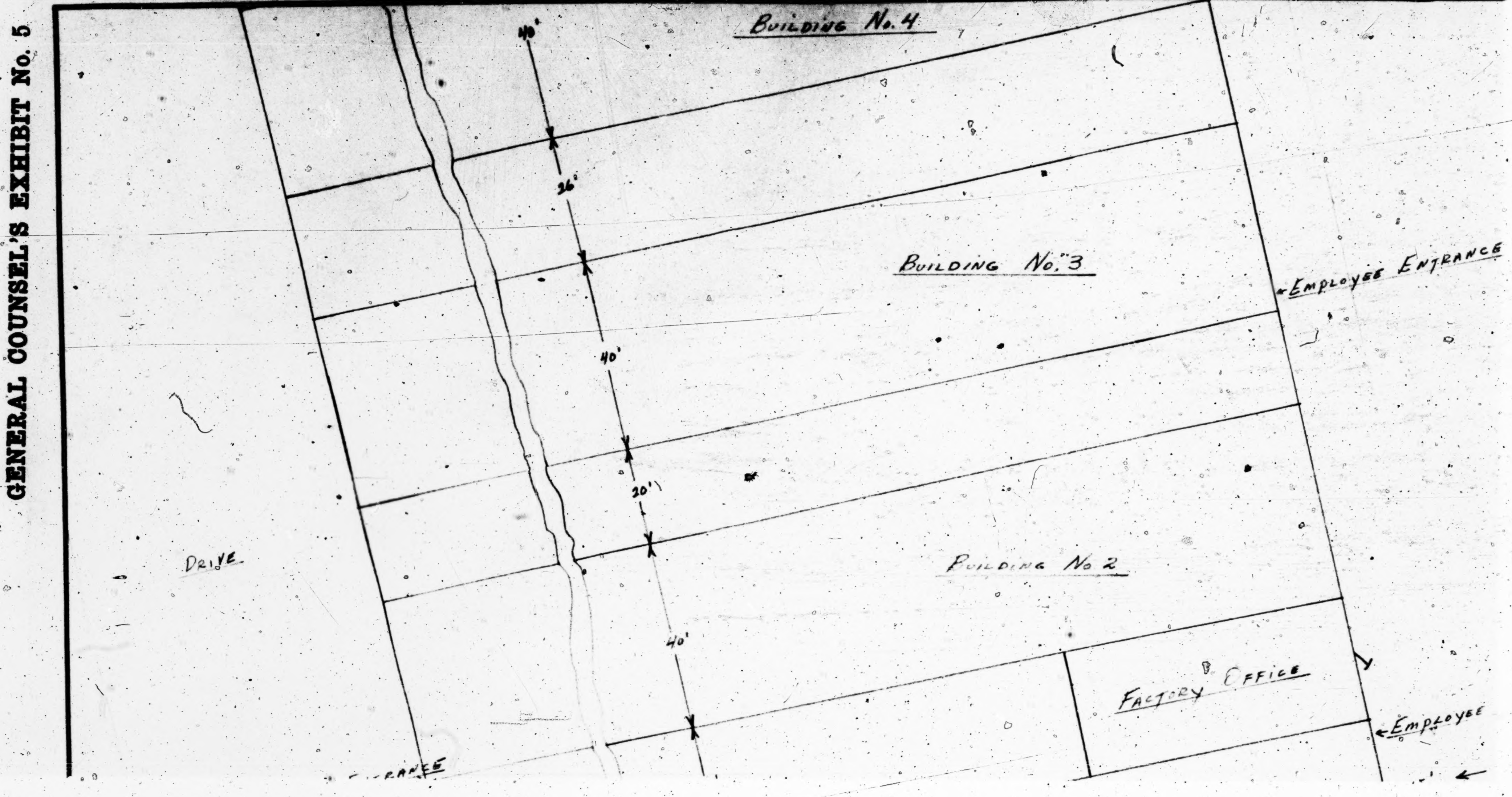
By the acts set forth in the above paragraph and by other acts and conduct said employer, by its officers, agents and representatives, has interfered with, restrained and coerced, and is interfering with, restraining and coercing its employees in the exercise of their rights guaranteed in Section 7 of the Act.

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Full Name of Labor Organization, Including Local Name and Number, or Person Filing Charge

International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-CIO





SCALE
FOOT
MATERIAL
REVISION

SCALE - 1/4" = 1 FOOT  
- FENCE LINE



**GENERAL COUNSEL'S EXHIBIT No. 1-H****ANSWER**

Case No. 8-CA-847

Now comes Ranco Inc., the respondent herein, and for its Answer to the numbered paragraphs of the Complaint herein, relating to its Delaware Plant, says:

1. Paragraph 1. Respondent admits.
2. Paragraph 2. Respondent admits.
3. Paragraph 3. Respondent admits.
4. Paragraph 4. Respondent admits.

5 & 6. Paragraphs 5 and 6. Respondent denies each and every, all and singular, the allegations of these paragraphs except such as are hereinafter expressly admitted.

Respondent says that for many years prior to January 30, 1953, it had in effect a publicized rule to the effect that:

- "1. Delaware Plant employees are permitted to distribute literature on Company property, but not on Company time.
- "2. Any such distribution must be done in such a manner that the plant buildings will not become littered."

Respondent further says that at all times all its Delaware Plant employees have been permitted the full exercise of their rights under the above rule and that distribution of literature by Delaware Plant employees has taken place not only during 1953, but also during prior years on its property, both within and outside the plant, without let or hindrance from the Company. In addition to distribution of circulars by the charging Union (UAW-CIO), during 1953, adherents of said Union have also worn and displayed within the plant T-shirts bearing UAW-CIO advertising

*General Counsel's Exhibit No. 1-H—Answer*

slogans, large UAW-CIO badges soliciting votes for said Union, and pencils and pocket combs advertising the UAW-CIO. Said distribution, display and wearings by employees have not been interfered with by the respondent.

In accordance with the provisions of the above-quoted rule, the respondent answered a letter sent to it by the representative of the UAW-CIO dated January 28, 1953, requesting permission from the management "to distribute Union literature on Company property" as follows:

"This acknowledges receipt of your letter of January 28, 1953, requesting permission to distribute union literature on Company property.

"For your information, the long-standing policy of this Company, which has also been in effect during previous organizing campaigns, is to restrict distribution of literature of any sort to Company representatives and employees of the plant. Your request is therefore denied."

7. Paragraph 7. Respondent denies each and every, all and singular, the allegations of this paragraph except such as are expressly hereinafter admitted.

On May 22, 1952, an election was conducted by the National Labor Relations Board among the production and maintenance employees at the Delaware Plant, pursuant to a Stipulation For Certification Upon Consent Election. The International Association of Machinists, District 52, was the union appearing on said ballot, the details of said case appearing on the records of the Regional Office in Case No. 8-RC-1656.

The campaign which resulted from that election, the results of which were certified by the Board on May 29, 1952, was participated in actively by many of the Delaware

2

*General Counsel's Exhibit No. 1-H—Answer*

Plant employees, some of whom were active for, and some of whom were active against, the union which was a party to that election.

At the very outset of the current organizing drive by the UAW-CIO, which started late in January, 1953, the UAW-CIO, through its circulars, referred to employees who had theretofore been opposed to a union in their plant disparagingly, and even libelously. For example, in one of its first circulars, the UAW-CIO referred to

“management or their hirelings” and said:

“Ask Yourself what the Pay-Off was or is for the person who sponsors such (anti-union) petitions,”

thereby intentionally and falsely implying that employees who had previously sponsored petitions in opposition to a union had done so at the instance of the respondent and that they had received payment of some sort from the Company therefor.

A similar instance occurred on February 5, 1953, when the UAW-CIO issued a circular describing employees who exercised their right to oppose the union as “Rumor Mongers” who were “busy spreading Anti-Union propaganda (apparently with the blessing of the Management)”. Said circular also bore a cartoon of a wolf dressed in man's clothing, bearing the phrase “Rumor Monger”, and the caption “Who and Why?”, thereby intending to imply that employees opposed to the UAW-CIO were privately being compensated by the respondent for the opinions being expressed by them.

As a result of the above circulars, and many others in a similar vein subsequently issued by the UAW-CIO, many of respondent's Delaware Plant employees became incensed at the slurs upon them and the libelous nature of the state-



*General Counsel's Exhibit No: 1-H—Answer*

ments about them being made by the UAW-CIO. They therefore requested the respondent to defray the cost of printing certain literature prepared by them. The respondent agreed to do so and did cause to be printed certain literature prepared by its employees for distribution by them. Before distribution by said employees of any such literature prepared by them but printed at respondent's expense, respondent posted a Notice in its Delaware Plant informing the employees of its action.

Respondent further says that on one or more occasions, it reprinted and distributed to the employees at Delaware Plant letters or other material which employees thereat had sent to it and which reflected the feelings of the writers thereof as to the UAW-CIO.

Respondent further states that on its own behalf, it sent letters from time to time to its Delaware Plant employees expressing its frank views as to the organizing campaign of the UAW-CIO and as to the respondent's position on the subject of union organization.

None of the literature prepared by respondent and distributed by it to its employees contained promise of benefit or threat of reprisal. None of the literature received by respondent from its employees and reprinted by respondent for distribution to its employees contained promise of benefit or threat of reprisal. None of the literature printed by respondent at the request of its employees and distributed by them contained promise of benefit or threat of reprisal.

8. Paragraph 8. Respondent denies that the conduct alleged in the Complaint constitutes an unfair labor practice within the meaning of Section 8 (a) (1) of the Act.

9. Paragraph 9. Respondent denies.

10. Paragraph 10. Respondent denies.

*General Counsel's Exhibit No. 1-H—Answer*

11. Further answering, respondent says that the employees referred to in the Complaint as "anti-union employee groups" were not and are not "labor organizations" within the meaning of Section 2 (5) of the Act; that they are employees who desire to exercise their rights under the Act to express their opposition to the petitioning union and who have been maligned and libeled by the UAW-CIO and have sought merely to express their opposition and to answer the libels against them.

Wherefore, having fully answered, respondent asks that the Complaint be dismissed.

(s) Stanley, Smoyer & Schwartz,  
970 Union Commerce Building,  
Cleveland 14, Ohio,  
Prospect 1-4180,  
Attorneys for the Respondent.

Respondent's Name and Address:

Ranco Inc. (Delaware Plant)  
Delaware, Ohio

(Please mail all documents to  
Mr. W. R. Opp, Vice President,  
Ranco Inc., 601 West Fifth  
Avenue, Columbus 1, Ohio.)

*Certification*

State of Ohio     }  
Franklin County } ss

W. R. Opp, being first duly sworn, deposes and says that he is Vice President (Manufacturing) of Ranco Inc., a corporation; that he has read the above Answer; and that the allegations and denials therein contained are true, as he verily believes.

(s) W. R. Opp

Sworn to before me and signed in my presence this  
28 day of August, 1953.

(s) Harry R. Hiss,  
Notary Public.

My commission expires May 14, 1956.

(Seal)

*Service of Copy*

The undersigned hereby certifies that a copy of the foregoing Answer was mailed, Registered Mail, Return Receipt Requested, this 31st day of August, 1953, to Lowell Goerlich, Attorney for UAW-CIO, 425 Winthrop Street, Toledo, Ohio.

(s) Eugene B. Schwartz



**GENERAL COUNSEL'S EXHIBIT No. 2****NOTICE**

Recently, a union organizer, (not an employee of Delaware Plant), attempted to distribute circulars on our premises at the guardhouse. He was denied that permission.

So there will be no misunderstanding, the following statement is issued concerning existing Delaware Plant policy as to distribution of circulars:

1. Delaware Plant employees are permitted to distribute literature on Company property, but not on Company time.
2. Any such distribution must be done in such a manner that the plant buildings will not become littered.

W. R. Opp,  
Factory Manager.

November 29, 1950

**GENERAL COUNSEL'S EXHIBIT No. 3**

[LETTERHEAD OF  
INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AIRCRAFT & AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA]

Detroit 14, Michigan  
January 28, 1953.

Mr. R. H. Spiers,  
Plant Mgr., Ranco Inc.  
Delaware, Ohio.

Dear Sir:

As you no doubt have been informed, that the International Union, U.A.W.-C.I.O., is actively engaged in an organizational campaign of employees of the Delaware, Ranco plant. In order to contact your employees, it will be necessary to distribute union literature, at the Delaware plant.

Due to the fact, that a dangerous traffic hazard exists, when distribution takes place on the highway in front of the plant. I request written permission from management of Ranco Inc. at Delaware, Ohio, to distribute union literature on company property.

Yours truly;

Reuben Peters,  
International Representative,  
UAW-CIO.  
P.O. Box 181,  
Delaware, Ohio.  
Phone 2-9571

cc. Regional Director,  
National Labor Relations Board,  
Cleveland, Ohio.

16a

**GENERAL COUNSEL'S EXHIBIT No. 4**

January 30, 1953

Mr. Reuben Peters,  
International Representative, UAW-CIO  
P. O. Box 181, Delaware, Ohio

Dear Sir:

This acknowledges receipt of your letter of January 28, 1953 requesting permission to distribute union literature on Company property.

For your information, the long-standing policy of this Company, which has also been in effect during previous organizing campaigns, is to restrict distribution of literature of any sort on Company premises to Company representatives and employees of the plant. Your request is therefore denied.

Yours very truly,

Ranco Inc.

By (s) R. H. Spiers, Sr.

Delaware Plant Manager



**GENERAL COUNSEL'S EXHIBIT No. 6****HERE COMES THE UAW-CIO**

Picture of Train entitled UAW-CIO—cars labelled as follows:

Job Security  
Higher Wages  
Company Paid Insurance  
Decent Working Conditions  
Funded Pensions  
Longer Paid Vacations

Get On Your Train

To

Freedom, Security And Dignity

1,300,000 UAW-CIO members invite you to get aboard with us and move with us to a better and finer life.

America's fastest growing union, the UAW-CIO, has brought satisfaction, security and dignity to the industrial workers.

You, too, can win these advantages by joining  
the UAW-CIO

Your boss probably won't like the UAW-CIO. He might not like the idea of our giving you a chance to join a union that WINS for its members. He may do everything possible to discourage you.

Now that we are here, your management will probably give you a little more money and treat you better. Don't be fooled by these bribes. Your management can take them away just as easily, if the UAW-CIO train is side-tracked.

Get aboard now.

Win job and wage protection and other advantages by getting a UAW-CIO enforced contract at your shop. We

*General Counsel's Exhibit No. 6*

cannot tell you all the reasons why you should join the UAW-CIO in one leaflet, but there will be more.

Watch for them . . . . Re . . . them . . .

Talk them over with your fellow workers

(Emblem)

United Automobile, Aircraft and Agricultural Implement  
Workers of America (UAW-CIO)

CS 1

**GENERAL COUNSEL'S EXHIBIT No. 7**

In Union There Is Strength

Picture of pair of hands  
gripping many sticks

Picture of pair of hands  
snapping one stick

**THE UAW-CIO IS MORE THAN A UNION**

It is 1,300,000 workers who believe in the idea that every individual has the inherent right to happiness and prosperity.

However, workers have found that "belief" alone is not sufficient to secure the ideal. They have learned that they have to fight as well as work for their share of the blessings God meant for all.

They have learned that they can't accomplish much as individuals. So they have joined with their fellow-workers and are proud of the fact that their great union, the UAW-CIO, has grown until it is America's largest and most democratic union. They have elected resourceful, unselfish leaders to guide them in an intelligent fight for their full rights as free American workers.

*General Counsel's Exhibit No. 7*

The UAW-CIO believes that obtaining for its members the highest wages, the best working conditions, the largest pensions, etc., is not enough. Because the UAW-CIO is the humane institution that it is, it believes that the work of the Union does not stop at the plant gate.

That is why it has the largest and best staff of trained technicians of any union in the world.

That is why the UAW-CIO is able to help its members on almost any problem they may have.

Because the UAW-CIO believes in the dignity of the individual and strives intelligently in behalf of all its members, it is the largest and fastest growing union in the world.

**YES! THE UAW-CIO IS MORE THAN A UNION. IT IS A BETTER WAY TO A BETTER AND FINER LIFE.**

You will be proud to belong to the dynamic UAW-CIO

. . . Join Today!

(Emblem)

United Automobile, Aircraft and Agricultural Implement  
Workers of America (UAW-CIO)

CS 2

For further information  
contact Mr. Peters, UAW-CIO,  
International Representative,

473½ S. Sandusky, Ave.,

Delaware, Ohio, Tel. 2-9571



*General Counsel's Exhibit No. 7*

(Pamphlet)

**THE CONTRACT  
SUCCEEDED  
WHERE LOVE FAILED****The Facts About  
Women in Factories****UAW CIO Education Department  
Women and the Union**

Someone once said that the measure of a civilization is the way it treats its women and children.

If you apply this measure to institutions within a civilization, particularly the scale relating to women, you come on a startling and unpleasant reality:

the discrimination against women in the tax laws, the discrimination against women in wage scales, the discrimination against women in job opportunities.

These discriminations reveal a fundamental operational cruelty in the economy (like the discriminations which are equally cruel to other minorities).

Using the same yardstick, you come on a new view of unions, and particularly unions like the UAW-CIO, which are completely committed to removing the discriminations against women (and all minorities).

Unions are not just crude economic agencies—they are civilizers.

More than any code of chivalry, more than any Galahad or Lancelot, union people with union contract clauses are winning for women the respect, the dignity, the security, the rewards they are entitled to.

The gains and the goals are based, of course, not on any belief that women are entitled to special rights and

*General Counsel's Exhibit No. 7*

privileges, but that they are entitled to equal rights and privileges.

The Most Numerous Minority

Is a

**MAJORITY**

An Insight Into the Inside of the  
Problems of Working Women

Notice something in the plants these days?

More women around.

Back in July, 1944, more than 20 million women worked for wages. One out of every three workers was a woman.

Now, with 19½ million women working out of 63 million workers, it won't be long before one out of every three workers again will be a woman.

Why are they working?

The best two reasons in the world.

First, because the country needs them.

Second, because they need the work.

Take the first reason, the need of the country for the work women can turn out.

### Women Are Manpower

Women are manpower. They are a major manpower resource of the country.

If there were no women available to work in factories, the fight against inflation would be almost impossible to maintain.

Defense agencies now predict that the country is going to do the impossible—not only guns and butter, but by 1953, guns and washing machines, and guns and new cars, and guns and television sets.

*General Counsel's Exhibit No. 7*

The guns, plus the things you can buy on the installment plan, are possible only because there are women to man the production lines.

Without the women workers, all the manpower would be used for guns and there would be very little left over.

These women you see coming into the shop, you need them, need them badly.

But they need work, too.

One out of every six working women is widowed or divorced.

One out of every five is the only provider in her household (some are supporting injured husbands).

Back in 1944, the Women's Bureau made studies of some 13,000 employed women. From them the Bureau got information which was more or less typical of all women working then. This information is probably true of women working today.

Seventeen out of 20 of these women were working to support someone besides themselves—a mother, a father, children, brothers or sisters, a husband.

While it turns out that women work to support families, even if they didn't have families to support, they have to work to support themselves.

(Picture with following caption)

Under the tax laws, a maid to care for the children of a working mother is not necessary but the girl friend of a business man in another city is (and is tax exempt)

Even if no one was dependent on a working woman for support, justice and humanity would still entitle her to a job, to live, and to find the creative satisfaction every human gets out of doing useful work.

Women work, and are entitled to work, for all the reasons that require men to work and entitle them to jobs.

The union stands for everybody's right to a job.



*General Counsel's Exhibit No. 7*

Chances are, you and most other people have the wrong kind of mental image of a working woman. You probably think of a young woman biding her time on the job until she can get married.

Or biding her time after marriage until she has a baby.

The truth again is that the typical working woman is a mature person saddled with major family responsibilities. She is not a teen-ager or anything near a teen-ager.

### Half Over 35

More than half of all working women are over 35.

What kind of family responsibilities is a working woman saddled with

A study based on the 1940 census shows that the less money the husband makes, the more likely it is that the wife works.

(Picture of woman with money)

The more money the husband makes, the more likely it is that the wife is in the home.

Where husbands reported incomes of \$1,000 to \$1,500 a year in the 1940 census, the wife was twice as likely to have a job outside the home as in the families where the husband reported an income of from \$2,000 to \$3,000.

### Eighty Hours a Week

A woman who works has it tough.

More than a third (36 per cent) of the working women studied by the U. S. Women's Bureau several years ago did practically all of their own housework after coming from their jobs. They shopped, prepared two meals a day, washed, ironed, made the beds, washed the bathroom and kitchen floors, swept.

*General Counsel's Exhibit No. 7*

Half of the women studied, shared housework with someone else in the house. Less than one out of 11 had no housework to do.

Other studies seem to show that a working woman with family responsibilities tends to put in about 80 hours a week between her household and her job.

If she has a family at all, her responsibilities push her toward the 80-hour mark.

Then, because she is human, 80 hours tend to be the physical limit of what a woman can do.

A job, then, for many women very nearly approaches being an heroic undertaking.

But is a working woman treated like a heroine?

The answer is, of course, no:

Instead, women are harassed, discriminated against, and penalized as if their work were a crime instead of pure gold and a contribution to the well-being of the community.

#### Discrimination at Hiring Gate

Women are discriminated against in the hiring office. They are often turned down arbitrarily for jobs for which they are qualified.

On the job, they are often paid lower wages for doing the same work men perform.

They are denied promotional and transfer opportunities because they are women.

The income tax laws discriminate against women with children in the home so fiercely that many are discouraged from working altogether and are forced on relief. A businessman can deduct the cost of whiskey and female entertainers undertaken in the name of making a sale. But a working mother (or father in a motherless family) is

*General Counsel's Exhibit No. 7*

not allowed to deduct the cost of a nursery school for her children while she works, or a maid to look after the children if there are no nursery schools available.

Working women today are penalized by excise taxes on the washing machines, vacuum cleaners, and dish washers that could help get their hours down below 80 a week.

(Picture)

## INCOME TAX OFFICE

Children bearing signs:

"Unfair to my working mother"

## Love Isn't Enough

What is gradually setting women free of these discriminations is not the respect men have for women.

No. Not respect. Not love. But the economies of war and industrial unions.

During the first world war when large numbers of women were put to work in the plants (women and children were the first factory workers, and women led the first factory strikes more than 10 years ago), the National War Labor Board came out with an equal pay for equal work declaration of policy.

Actually, only 50 cases came up under this principle. Throughout industry in general during the first world war, women got from 25 to 50 per cent less than men for the same work.

Right after the first World War in 1919, still under the pressure of the need for women to work in factories, two states—Michigan and Montana—passed equal pay for equal work laws.

But because women were largely unorganized, the equal pay for equal work policy was not enforced during the first world war.



*General Counsel's Exhibit No. 7*

The Michigan law, in the same way, was never enforced until industrial unions were organized.

After the UAW was organized, however, 29 women in a GM plant in Lansing sued GM under

(Picture)

A Great American President

Andrew Jackson said . . .

" . . . when the laws undertake . . . to make the rich richer and the potent more powerful, the humble members of society, the farmers, mechanics, and laborers . . . have a right to complain of the injustice of their Government . . ."

(Picture)

the law and collected more than \$55,000 in back pay.

It took the women four years to win the suit. They did not collect until 1942.

From the first world war until the New Deal, very little progress was made by women. In fact, the depression spread the silly notion that firing women was a way somehow to make jobs for men—a completely false notion.

NRA, the government agency, Franklin Roosevelt organized to fight the great depression, which brought recognition of the rights of people to organize into unions, also made it a violation of the fair practice codes to pay women less for a job than a man.

*Union Better Than Chivalry*

Then the Wages and Hours Law (the Fair Labor Standards Act of 1938) established only one minimum wage for men and women (white and Negro, Jew and gentile, Catholic and Protestant).

During the second world war, the War Labor Board in 1942 came out with an equal pay for equal work ruling.

*General Counsel's Exhibit No. 7*

UAW forced this decision (it was against General Motors) which was handed down as a result of a UAW appeal.

Under pressure of the war, too, 10 more states and the Territory of Alaska enacted equal pay for equal work laws to bring the total up to 13.

In addition to Montana and Michigan, Illinois, Washington, New York, Rhode Island, Pennsylvania, New Hampshire, Maine, Connecticut, California and Alaska now have equal pay for equal work laws.

Now the UAW (and other unions) is pressing for a national law and laws in each state.

The laws, of course, do not put an end to discrimination against women. At the close of the last war, women, the Women's Bureau found, were getting from four to 26 cents less an hour in all but one of 27 important job classifications in which both men and women were employed.

An equal pay for equal work clause in the contract, along with an equal seniority and opportunity provision for everyone, are far more effective in practice than a law.

Backed up by a good Fair Practices Committee and a rank and file in the plant who understand how important equal treatment for everyone is, the clause gives you an almost completely humane set of rules for working women.

### Contract Clause Better Than Anything

How powerfully a contract clause, plus a good committee, plus alert committeemen, actually operates can be measured in the fact that in three UAW cases alone involving equal treatment for women—

in General Motors, Pontiac;  
in Chrysler, Dodge Truck;  
in Allis-Chalmers, Milwaukee—

*General Counsel's Exhibit No. 7*

more than \$100,000 were recovered for women who had been discriminated against.

More important, in these cases and others like them, a principle was laid down that established once and for all the equal rights of women (how much does a practice that keeps you healthy save you in doctors' bills? It is a sum you cannot compute).

Laws are important, nevertheless, even when you have contract clauses, because they protect women who are not in unions.

At the same time, they strengthen the union protection by giving women workers a double-bar-

(Picture)

reled attack on discrimination (sometimes they authorize fines which give companies pause when the chance of losing a grievance doesn't frighten them).

The fact that a law is on the books helps educate people to accept the equal pay practice.

For that matter, outside of unions, only in a few of the women's magazines is there any sympathetic understanding of the problems of the working woman. Newspapers in general, the radio, most magazines, the movies, all tend to project a false view of the working woman.

The distortion naturally is lodged in people's attitudes, too.

Even where there are model contract clauses and union committees understand the problem perfectly, there is a need for explanation and discussion.



*General Counsel's Exhibit No. 7*

(Picture of Abraham Lincoln)

Strongest Bond

The Strongest Bond of human sympathy outside the family relations should be one uniting working people of all nations and tongues and kindreds.

Abraham Lincoln

To a committee of workmen in  
Washington, March 21, 1864.

Here are some basic points that could be made in every union discussion program:

Basic Facts

1. Discrimination against any group of workers in the community (whether women, Catholics, Protestants, Negroes, Jews, Mexicans or whatnot), even where the employer is guilty of the discrimination, tends to make enemies of the union. People who can't get jobs tend to resent the people who do get the jobs they are denied.

2. Discrimination against women (married women, or any other group) tends to establish a precedent which is extended to other workers (in grievance cases, employers use the same employer prerogative to eliminate all men over 45, or all men with heart disease, or all men who can't pass a certain kind of physical examination that they use when they try to eliminate women).

3. When certain kinds of jobs are classified as women's jobs, not only are women victims of discrimination, but men who might want these jobs are also discriminated against.

4. The unorganized workers, people who have been discriminated against in the past, are the very people whose support must be won and who must be persuaded to vote in elections, if political action by labor is to be successful. Putting these people on jobs where they are not victims of discrimination is a sure way to get them to vote.

*General Counsel's Exhibit No. 7*

5. Everyone recognizes that a plant in Mississippi making your product and paying wages 50 cents an hour less than you get threatens your job. In the same way, a lower differential wage for a woman for your job is a constant threat to your wage and your job.

6. Discrimination against women not only denies children and other dependents a decent livelihood, but frequently it can also add to your cost of living by putting the family on relief and jacking up your taxes.

7. Just as some parts of the South, because of their low purchasing power, tend to reduce job opportunities for the people who might produce the things these people would buy if they could afford them, so low wages to women tend to cut off job opportunities for wage earners in general.

8. The victims of discrimination against a mother are children as well as the mother. At any particular moment the victims may be someone else's kids, but an accident might make your children victims of that discrimination unless the discrimination is stamped out.

9. During the present manpower shortage, any discrimination which discourages people from working, or which prevents people from working at their highest skill, costs the country production, and costs you goods and thus helps aggravate shortages and inflation.

### Discrimination Hurts Everyone

The way the special subcommittee of the US House of Representatives Committee on Education and Labor (81st Congress) put it was:

“... discriminatory wage practices based on sex are found to cause labor disputes, depress wage and living standards of employees of both sexes, injure living stand-

*General Counsel's Exhibit No. 7*

ards of persons dependent on such employees for support and prevent maximum utilization of available labor resources."

(Picture)

An Address to the War Profiteers

Go to now, ye rich men, weep and howl for your miseries that shall come upon you.

Your riches are corrupted, and your garments are moth-eaten.

Your gold and silver are cankered;

And the rust of them shall be a witness against you, And shall eat your flesh as if it were fire.

The Epistle of James the Apostle

(Picture)

In the same Congress, a Senate committee declared that getting an equal and even break for women in the US could help in the international struggle:

Need Women in Cold War

"Instances of inequality of opportunity for women which occur in this country have been and will continue to be avidly seized upon by governments who are in opposition to ours to use as propaganda in campaigns to destroy the confidence of people of other countries in this nation. As the Senate well knows, the issue of equal pay for women has been exploited repeatedly by iron curtain countries in international bodies over the past years to embarrass the United States."

The unanswerable reason for giving women workers equal pay and opportunities and rights has nothing to do with economics or winning the cold war, or the fact that any woman worker might be somebody's mother, or your widow—the real reason is that arbitrary inequality of treatment is immoral and unjust.

The union was organized in the first place to combat injustice, against women as well as men.

*General Counsel's Exhibit No. 7*

(Picture)

**EQUAL PAY FOR EQUAL WORK**

It's the law in 12 States—It's in the contract

**PRESCRIPTION FOR INJUSTICE**

Here are some proposals, practical and impractical, that have been offered to help win equal treatment for working women:

1. Equal pay for equal work clause in the contract.
2. National and state equal pay for equal work laws.
3. Fair employment practices laws to forbid discrimination on account of sex as well as for race, color, religion, and draft status and age.
4. Active Fair Practices Committee in your local (with a special subcommittee dealing with women's problems).
5. Amendment to the income tax laws to allow working women (or fathers in motherless homes) to deduct the cost of maintaining a maid in the home to care for children (or the cost of nursery school).
6. A double income tax exemption for a woman head of a family (or a widower) who is forced to hire someone to look after the children while she (or he) works.
7. Housekeeping service which provides care for children in the home for working mothers.
8. An extended all-day school program which takes care of children during the working hours of a working mother.
9. Refund of excise taxes on the household appliances (washing machines, ironers, vacuum cleaners) purchased by working mothers.
10. Design of clothes and other household linens that don't need ironing.
11. Low-cost community restaurants where families in which the mother is employed might eat.



*General Counsel's Exhibit No. 7*

12. Reestablishment of the wartime low-cost nurseries (in Norway and Sweden, "Park Aunts" take care of children for a fee in public parks— and in Norway there are nurseries in factories— and in some U. S. cities, department stores have them—some UAW locals have child care facilities on Saturday mornings).

13. Reestablishment of shopping facilities at or near factories to enable working mothers to shop conveniently.

(Funny, the corporations that operate copper mines, lead mines, uranium diggings are all given subsidies to produce metals. Oil well operators get a special munificent deal. Farmers get subsidies to raise cotton and other commodities. The manufacturing companies all were sweetened through special tax concessions so they could work on defense enthusiastically. These special subsidies to people who don't need them, of course, account for the fact that working mothers are penalized for their contribution to the defense effort. The crime of the working mother and her children is that they need the consideration the mine operators and oil speculators get, without need.)

(Picture)

It is wrong to say that God made rich and poor; He made only male and female, and He gave them the whole earth for their inheritance.

—Thomas Paine.

This Is Publication Number 209 of the  
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## GENERAL COUNSEL'S EXHIBIT No. 8

### YOUR RIGHT

To Join a Union, You Are  
Protected By Law!

(Picture of eagle perched on shield)

### Labor Management Act—1947.

Sec. 7, Employees have the right to self organize, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aids or protection.

### Report Violations.

The International Union UAW-CIO assures the Ranco employees, that any interference or discrimination by management or their representatives, during This Organizational Drive, will be prosecuted to the fullest extent of Federal law.

You workers of Ranco, are requested to report immediately any and all threats or discrimination, no matter how minor, by management or supervision, any time during this Organizational Campaign, to the U.A.W.-C.I.O. office, 17½ N. Sandusky St., Delaware, Ohio, telephone 22661. Office will be open.

If You Have Not Signed An Authorization Card With The UAW-CIO. Contact One Of Your Organizing Committee, On Your Own Time, Or Stop At The Office\* But Don't Wait For The Other Fellow, Do Your Part.

Your right by Federal law includes passing out union literature, union application cards, signing union application cards and talking union on company property, on your own time, such as; before and after work and during lunch periods.—Let The Company Deny Openly This Right.

*General Counsel's Exhibit No. 8*

Don't Be Fooled This Time by Phoney Promises.

Don't be kidded by management or their hirelings, this time, with a lot of phoney promises, that they will not be required to keep. You Know What Happened Last Year.

Don't be fooled by signing Anti-Union Petitions. Ask Yourself what the Pay-Off was or is for the person who sponsors such petitions. You Are Not Required By Law To Sign Such Petitions—I Don't Believe You Desire Your Name Photo-Styled And Distributed As Last Year. Report Such Petitions To The Union Office.

Join The UAW-CIO, and Help Your Fellow Workers Who Are Trying To Improve Your Wages And Working Conditions.

UAW-CIO Organizing Committee  
Delaware, Ohio, 17½ Sandusky St.

2/25/53—Tel. 22661.

**RESPONDENT'S EXHIBIT No. 1-B**

May 11, 1953

Mrs. Rhoena L. Myers,  
442 West Central Avenue,  
Delaware, Ohio.

Dear Mrs. Myers:

Reference is made to your letter dated May 6, 1953 in regard to selling "Buddy Poppies" at the Ranco Delaware Plant.

It has always been our policy to refuse any selling, distributing, passing of handbills, etc., to any person not an employee of Ranco. An employee of Ranco may do these things as long as it is done on the employee's time; that is, before and after his or her regularly scheduled work time, during lunch time and during rest periods.

In view of the above, your request as presented in your letter of May 6, 1953 must be refused.

May I suggest you get volunteers among the present Ranco Delaware employees to help you do this job on Friday, May 22, 1953? You may station one or two at each plant gate in the morning (6:30 a.m.) and the same for the second shift (3:00 p.m.). I would like to point out that Ranco employees doing this work must be on their own time.

I sincerely hope this will help you to do the job you wish to do.

Very sincerely yours,  
Ranco Inc.  
Paul M. Burke.

fh



**RESPONDENT'S EXHIBIT No. 2**List Of People Who Passed Union and  
Anti-Union Literature

## Inside Front Gate Of Delaware Plant

Union—3-31-53

Kermit. Rhoton—  
Don Byles— Front Gate—6:30 to 7:00 A.M.~~Robert Smith. (Sep.)— Back Gate—6:30 to 7:00 A.M.  
Clarence Fraley~~Clifford Logue—22409      Front Gate—3:00-3:30 P.M.  
Dept. 212

Union—4-17-53

Clifford Logue—22409

James Dickey—22814

Delmar Pickens—22813

These men passed out literature at the gate on Company  
property, 2nd. shift

Anti-Union—4-28-53

Myrtle Morrison—212-2

Mary Trout—212-2

Mary Bright—212-2

Ocie Harter—205-2

These women passed out literature against the Union on  
their own time, at the front and back gate, 1st. shift

Union—4-29-53

Clifford Logue—22409

Frances Wingo—22455

Eva Murphy—21121

Marie Coyle—20043

Ada Logue—22824

These people passed out literature at the front gate on the  
grounds, 3:00 P.M.

*Respondent's Exhibit No. 2*

Anti-Union—4-29-53

Ocie Harter—1450—205 At Gate House #2

Union—4-29-53

Roy Gooding—20859—205 At Gate House #2

Anti-Union—5-6-53

Rebecca Wilson—212-2

Kathy Evans—205-2

Vena Crist—205-2

Charlotte Mills—212-2

Carrie Swearengin—212-2

Ocie Harter—205-2

Union—5-13-53

Kermit Rhoton—20761

Donald Byles—20388

Passed out literature at Gate #2

Anti-Union—5-13-53

Ocie Harter—1450

Passed out literature at Gate #2

Anti-Union—5-13-53

Juanita Mc Cumber—212-2

Marie Norberg—205-2

Ida Barkeloo—294-2

Ocie Harter—205-2

Union—5-13-53

Buelah Poling—21179—293-1

Minda Stover—20014—212-1

Carl Westcott—22747—206

Anti-Union—5-20-53

Mary Trout—212-2

Mary Bright—212-2

Passed out literature 2nd. shift front gate

*Respondent's Exhibit No. 2*

Anti-Union—5-20-53

Ocie Harter—205-2

Mary Lou Watkins—211-1

Jean Watkins—211-1

Emma Gray—298-1

Edna Eckles—294-1

Bob Goff—250-1

Anti-Union—5-26-53

Ocie Harter—205-2

Evelyn Ingle—212-1

Ruby Tanner—211-1

Frances Longworth—298-1

Clara Cain—220-1

2nd. shift

Charlotte Mills—212

Rozella Stout—293

Distributed literature at front and back gate

Union—6-2-53

Donald Byles—20388—212-1

Buelah Poling—21179—293

Kermit Rhoton—291

Alma Perry—201

Anti-Union—6-8-53

Ruth Bachelder—220

Frances Longworth—298

Emma Gray—298

Ocie Harter—205

Myrtle Morrison—212

Union—No Date

Kermit Rhoton—291

Donald Byles—212

Carl Westcott—212

Donald Byles left the front gate and passed out literature at the back gate.

## RESPONDENT'S EXHIBIT No. 3





**RESPONDENT'S EXHIBIT No. 5**

Delaware Ranco Plant 3-5-53

**HAVE NO FEAR!**

(Picture of stork carrying infant)

Medical science finds that, when you were born and during infancy, you did not know the meaning of Fear. But as you grew to man-hood and woman-hood you began to Fear different problems, possible sickness, death and etc. problems you have little control over, however medical science has been able to check some of those problems.

So your real Fear Problems, such as; a sudden Lay-Off or Discharge, a Decent Living Wage, Full Coverage Insurance, Pensions for when you are too old to work, yet too young to die, equal pay for women and improved conditions of employment, are Problems That You Can Do Something About—By Joining The UAW-CIO, the World's Most Agressive union.

**RUMOR MONGERS AT WORK.**

Apparently some of the Rumor Mongers at Ranco, on Company Time, are busy spreading Anti-Union propaganda (apparently with the blessing of Management), such as; The company knows each and every one that signs a union card, and are going to clean house—We Wonder What the Pay-Off is or has been, for the Person or Persons, starting such Rumors? Under No Circumstances Will The Company At Any Time Know Who Signs A Union Card—By Law It Is None Of Their Business—and the International Union UAW-CIO., Will See To It That Your Right To Join A Labor Union is Not Interfered With—Report Any and All Violations To The Union Office Promptly.

Did you ever wonder why, when you were called to the office and requested to go along with the company, against

*Respondent's Exhibit No. 5*

the union, That You Were All Alone, with Several Company Representatives? Of course the answer is very simple—That Is Done In Order That You May Not Be Able To Prove The Threat, in Case a Unfair Labor Charge Is Filed Against The company. However If Called In Report The Incident Promptly To The Union Office—It Might Protect You At A Later Date.

(Picture)

Rumor Monger  
Wolf in Man's clothing  
Who and Why?

We understand the Company Counselors are at their old tricks again, calling section meetings and again promising every thing under the sun—Don't be Fooled This Time By Promises That The Company Will Not Be Required To Keep—Remember The Juicy Promises Of Last Year? Remember How You Were Let Down After The the union election last year? Remember How They Forgot You, Until The UAW-CIO Representatives Arrived At The Plant Gates?—Well If You Can Receive Some Additional Benefits By The UAW-CIO Being At The Plant Gates—Just Think Of The Real Gains You Will Make When The UAW-CIO Negotiates A Signed Contract With The Ranco Management. Certainly You Will Never Have To Fear Being Unjustly Laid-Off Or Discharged—You Will Have Real Job Protection.

Want To Discuss Your Problems With The UAW-CIO?

Then call at your convenience, the office is located at 17½ Sandusky St., Delaware, Ohio, if you can't—before the office closes, call for an appointment tel-22661—Office Hours 9:30 AM to 5:30 PM.

By: Inter-Plant Organizing Committee of UAW-CIO,

17½ N. Sandusky St; Delaware, Ohio.

3/6/53

**RESPONDENT'S EXHIBIT No. 6**

Ranco Delaware 3-24-53

**GRIPE SESSIONS.**

(Picture)

Ranco Workers reaching for package labelled "Promises"  
 Company's Counselor, behind fence, holding string tied to package

Don't you wonder why, that all at once the Company becomes interested in Your Problems? Nearly a year passed, without the Company calling Gripe Sessions. It seems Easy To Figure Out, Why They Are Calling Them Now. The UAW-CIO Is On The Job, so the Company seems to think that a Few Sugar-Coated Promises, (Which They Will Not Have To Keep) will keep your mind off the Real Problem of more Money in Your Pay Check and a real honest to goodness Bonus System.

The International Union, UAW-CIO., gives assurance to the Ranco workers, that after the union has been certified as the bargaining agent Your Bonus Mess Will Be Straightened Out, And Will Be Spelled Out In A Signed Agreement.

No more pulling you off your job after you have made a few hours bonus and putting you on a job that you can't make out on—A Very Clever Way Of Speeding You Up, Without Proper Compensation For All Hours Worked, and your increased production. Under the present bonus system, we estimate each worker is Clipped For App. \$2.00 per day—is it any wonder the Company would like to see you stay un-organized?

**EQUAL PAY FOR WOMEN.**

Yes you women workers, you have plenty to gain by joining the UAW-CIO., Union Contracts Read; (Women Shall Receive Equal Pay For The Same Or Similiar Work Performed By Men. Do You Realize What This Will

*Respondent's Exhibit No. 6*

Mean In Additional Earnings? If In Doubt Check With The Union Office. We Will Prove To You Any Statement or Statements at Anytime.

Don't permit Anti-Union People, (who apparently have been taken care of by the company) to discourage you or threaten you in becoming a member of the union. Federal Law Gives You The Right To Join A Union, and the UAW-CIO, Pledges The Resources Of The Union, in Protecting You. Report Any And All Interference Promptly To The Union Office. No one will at any time know you signed a card. There will be No Initiation Fees for Ranco Workers Who Join Prior To The NLRB Election. There Will Not Be Any Dues Until The Union Has Been Certified and Your Committee Begins Negotiations With The Management.

We again Challenge the Company to post a notice stating, (That The Company Will Abide By Federal Law, And Will Not Interfere In Any Way, With The Right Of Their Workers To Join A Union Of Their Own Choosing.)

By—UAW-CIO Organizing Committee of Ranco.

17½ N. Sandusky St. Delaware, Ohio.

Telephone 22661.

3/26/53.

(Stamp)

JOIN UAW-CIO  
TODAY



**RESPONDENT'S EXHIBIT No. 7**

Delaware 5-13-53

**COMMON LIES  
About  
STRIKES—BY UAW**

The UAW-CIO, because it has steadfastly served its members, has naturally been a target for lies and slanders from several sources: Anti-Union Companies and Agents For The Companies.

The slanders have been contradictory, but this is easily understood because they are intended to confuse and mislead and not to help workers.

Here are the most common slanders:

Slander: The UAW-CIO resorts to Wildcat strikes.

Answer: Strikes can be called in the UAW-CIO, only with approval of two-thirds of the effected local union members, voting by secret ballot and with ratification of the International Executive Board.

Actually, despite a few widely-publicized strikes, there have been relatively few strikes by the UAW-CIO, and those that have been conducted made it possible for the vast majority of UAW-CIO members to make gains in wages and working conditions without striking. Thus the General Motors strike in 1946 made it possible for most American Industrial workers and most UAW-CIO members to win the 18½-cent pattern without a strike. Similarly, Chrysler and Ford negotiations in other years secured the 11½-cents and paid holidays pattern without a strike. Pensions and cost-of-living wage increases and an annual automatic wage increase were obtained throughout the UAW-CIO, industries without a strike. Today, most UAW-CIO members work under five-year contracts which provide for automatic annual wage increases, increases in

5

*Respondent's Exhibit No. 7*

pay to match increases in the cost of living, pensions, health and medical insurance, and an umpire for the adjudication of disputes.

More than 1,200 contracts providing for wage increases and pensions were signed without a Strike.

14 Years Without A Strike is the record of your fellow workers at the Nash division of Nash-Kelvinator Corp.

Remember Lies and Confusion Are The Weapons Used By Anti-Union Managements, In Order That They May Continue To Exploit Your Pay-Check And Continue The Killing Pace Of Speed-Ups. Be Wise Organize. UAW-CIO.

(Picture)

People going to Membership Meeting

At the Eagles' Hall, 38 East Winter St., Delaware, Ohio.  
Friday, May 15, 1953.

1st and 3rd shift—7:30 P.M.

2nd shift, will meet after work, midnight Friday.

Attend and Bring Your Spouse and Discuss the Benefits  
• You can Gain, by being represented by the U.A.W.-C.I.O.

UAW-CIO, Organizing Committee

17½ N. Sandusky St.

Delaware, Ohio. Phone 22661

**RESPONDENT'S EXHIBIT No. 8**

Delaware 6-5-53

(Picture)

Management holding to bull's tail  
 "Throwing the Bull"

**FACTS ABOUT STRIKES**

The old saying, Keep the minds of people confused, with part truths and they will forget about facts and the truth—This seems to be the method used by Ranco Management.

You have read Ranco's letters and phamplets, attempting to Blast the UAW-CIO, for strikes. Lets take a good look at the recent negotiations with the Automobile and Refrigeration Industries and analize the results of those negotiations, which again was accomplished without a strike. These agreements are 5 year agreements.

A few weeks ago the Company permitted to be distributed at the Ranco plant in Delaware, literature pertaining to a strike at the Ford Plant in Canton, Ohio. The same day the leaflet was distributed, Ford settled the strike at Canton, Ohio, and completed negotiations with the UAW-CIO, covering all Ford Plants. The Ford workers won an increase in monthly pensions, which now total \$137.00 per month, ten and twenty cents per hour increase for skilled workers, and very important Freezing 19c per hour of the 24c cost of living increases—which means every Ford worker now receives 19 cents increase to their base rates plus 10c and 20c for skilled workers—plus an extra 5c effective June 1, 1953, plus 5c June 1, 1954, plus 5c, June 1, 1955.

Be Honest With Yourself. How Many Years Would It Take You To Make The Same Gains At Ranco?

A similar agreement was reached with General Motors, Chrysler, Nash-Kelvinator, within the past two weeks. All

*Respondent's Exhibit No. 8.*

other cost of living contracts with other Companies are now in the process of being reopened and negotiated by the UAW-CIO, for the same benefits.

What Has Ranco Done? Nothing. During the past years when over a million UAW-CIO members have been receiving a real cost of living increassses, Ranco paid the measley sum of 9c per hour, which gives you\* a total loss of 15c per hour. Even if Ranco freezes the 9c to your base rates, you are still the loser by hundreds of dollars per year.

Please Note The Above Mentioned Gains Was Made By The UAW-CIO, For Over A Million Members Without A Strike.

You know the story about the chisling methods used by Ranco in Computing Holiday Pay (The Holidays You Actually Got Paid For,) and your Measly Vacation Pay Checks, which are Computed on your Measley Low Base Rates. Is it any wonder the management is playing Little Red Riding Hood and crying, Wolf, Wolf, Wolf?

Most of Ranco's production is put into cars and refrigerators that are made by plants under agreement with the UAW-CIO. When a few of those isolated managements refuse to bargain in good faith with the union and force the union to take strike action, Ranco workers loose time and and money as a result of the strike in those plants and without any monetary gains which are won by the striking workers. Yes We Say Monetary Gains; because the Automobile and Refrigeration Industries are highly competitive, the plant on strike gets far behind on delivery of their product, and after the settlement of the strike, the Company is forced to work overtime at premium rates plus what ever increase was negotiated in the strike settlement, in order to ketch up with their production.



*Respondent's Exhibit No. 8*

We have proof that workers who were forced out on strike by a vicious management for a long period, Earned More Money For The Year Of The Strike then in the Previous Year When There Was No Strike In That Particular Plant—Income Tax Records Prove This Statement.

If Ranco workers will take the time and check back over a period of years, they will find during strikes effecting the industries of which Ranco is a supplier, they will find the following facts; Ranco worked short hours and laid off many workers without pay, which they never made up, while the strikers after their return, received the increases won by the strike plus overtime at premium rates.

Those are some of the reasons we think it necessary to inform the Ranco workers—That Strikes Are Only Called Against Vicious Positions Taken By A Few Managements.

Did You Ever Think Why Mr. Opp Has Evaded The Strike Issue Regarding His Columbus, Ohio Plants, Who Are Under Contract With A Union? Or Do We Assume Correctly That Their Has Been No Strikes In Ranco At Columbus, Ohio?

You see, when You as an unorganized worker at Ranco protests unfair treatment by management, you are usually told, Take It Or Leave It And Quit. Many workers have reported this type of treatment to the union.

But the story is much different in plants under UAW-CIO contracts, when the union or the worker is right in what ever issue is involved, and stubborn managements attempt to stall or pass the buck, then and Only Then, Does The Union Resort To The Strike Vote Weapon The Only Weapon A Worker Has, and in most cases When The Vote Is Taken A Settlement Is Reached Without A Strike.

Remember when a company resorts to taking people to Columbus, Ohio to train them how to defeat the organi-

*Respondent's Exhibit No. 8*

zation of their fellow workers, spending thousands of dollars in attorney fees, printing literature and holding captive meetings of their employees—Their Sure Is A Reason. We Assume Their Real Reason Must Be—In Order That They Can Continue To Crack The Whip—Dictate All Policies In Regard To Wages, Working Conditions, Fringe Issues, To Speed Up Production At Their Own Will, To Continue To Chisel On Your Bonus, To Push You Around On Jobs That You Can Not Make Out On—To Fire You Or Force You To Quit When You Protest Their Unfair Methods And To Tell You That Seniority Of Less Than One Year Means Nothing, As Far As Shift Preference Is Concerned.

Don't You Think It Time For All Ranco Workers To Take The Bulls Tail Away From The Company And Help Your Fellow Workers To Correct Those Evils, By ; Joining And Voting UAW-CIO.?

MR. OPP, DON'T YOU THINK YOU SHOULD PAY YOUR WORKERS FOR MEMORIAL DAY AND THE 4th OF JULY—IN LINE WITH OTHER DELAWARE AND COLUMBUS PLANTS?

UAW-CIO, Organizing Committee of Ranco, Inc.  
Delaware & Plain City, Ohio.  
17½ N. Sandusky St.  
Delaware, Ohio. Phone 22661.

JOIN UAW-CIO

**RESPONDENT'S EXHIBIT No. 9**

Delaware 8-6-53

**JUST A REMINDER!**

Picture of two persons—one holding flowers and box, entitled:  
"No kidding. Do you like to give presents to the boss?"

UAW-CIO agreements, negotiated with managements, protects the worker against unfair layoffs, unfair transfers, proper recalls after layoffs, promotions, and the right to new or better paid jobs. Under the protection of UAW-CIO contracts, it is not necessary for workers to date the boss, cut his lawn, paint his house or bring him garden produce in order to receive fair treatment he is entitled to in accordance to his or her seniority.

Now that our Forced Vacation Period is over, we wonder how many other Ranco workers were entitled to unemployment insurance during this layoff?

Did management advise You to file a claim with the Ohio State Employment Office? If you did not file, we understand you may file within a sixty day period. Even if you are not entitled to unemployment insurance, you may be entitled credit for your one week waiting period. In case you are laid off again during your credit period, you will not be required to lose an extra week compensation. If in doubt, we advise you to call at the unemployment office and file your claim, or check with the union office for further advice.

**RANCO SENIORITY MEANS NOTHING!**

It has been called to our attention, that the so called seniority protection at Ranco, was ignored a week before the shut down for inventory. Workers were told, seniority means nothing during a short layoff. New workers were transferred to departments, a few days prior to the layoff,

*Respondent's Exhibit No. 9*

and were permitted to work the extra week, while older workers within the department was laid off for a two week period. Nightshift workers lost an extra week, while the day shift was permitted to work. Why? Was it planed to save the Company the Ten Cent Night Shift Bonus?

Yes, Maybe You Was One Of The Workers, not effected by this unfair layoff, but how do you know, when and were the Axe Will Fall Next???

**WHAT CAN I DO ABOUT IT?**

If you have not signed a UAW-CIO authorization card, don't put it of any longer. Your promise of voting for the union, without signing a card, will not produce an NLRB election. The UAW-CIO has no intentions of filing for an election prematurely. Lets make it 100% UAW-CIO, and show management that we really want and need a good union to represent us and protect our interest in collective bargaining, so we may have real job security. Lets Go Fellow Workers, Get On The UAW-CIO Band Wagon. It Wont Be Long Now Before We Can Have Real Protection, The UAW-CIO; Way.

By; UAW-CIO, Organizing  
Committee of Ranco, Inc.  
17½ N. Sandusky St.,  
Delaware, Ohio. Phone 22661.  
8/3/53



**TRANSCRIPT OF TESTIMONY****October 12, 1953****BEFORE THE****NATIONAL LABOR RELATIONS BOARD****EIGHTH REGION****Case No. 8-CA-847**

In the Matter of:

Ranco, Inc.,

Respondent

and

International Union, United Automobile, Air-  
craft and Agricultural Implement Work-  
ers of America, UAW-CIO,

Complainant

Council Chambers, City Hall,  
Delaware, Ohio,

Monday, October 12, 1953.

Pursuant to notice, the above-entitled matter came on  
for hearing at 10:00 a.m.

Before:

Charles W. Schneider, Trial Examiner.

Appearances:

Bernard Ness, Esq., Ninth-Chester Building, Cleveland,  
Ohio, appearing on behalf of the General Counsel.Eugene B. Schwartz, Esq., Stanley, Smoyer & Schwartz,  
970 Union Commerce Building, Cleveland, Ohio, andMr. B. J. Einhart, 601 W. Fifth Avenue, Columbus 1,  
Ohio, and

*Proceedings***1A**

Mr. W. R. Opp, Vice-President, 601 W. Fifth Avenue,  
Columbus 1, Ohio, and

Mr. Howard Reynolds, Employee Counselor, Route 42,  
Delaware, Ohio, appearing on behalf of Ranco, Inc.,  
the Respondent.

Lowell Goerlich, Esq., 500 Security Building, Toledo 4,  
Ohio, and

Mr. Charles Bethel and

Mr. Sigmund A. Grzenda and

Mr. Reuben Peters, 17½ N. Sandusky Street, Delaware,  
Ohio, appearing on behalf of International Union,  
United Automobile, Aircraft and Agricultural Imple-  
ment Workers of America, UAW-CIO, the Com-  
plainant.

\* \* \* \* \*

9.

Trial Examiner Schneider: That is, there is no ques-  
tion but what you did prohibit Union representatives, there  
was a rule prohibiting the Union representatives who are  
not Company employees from distributing Union literature  
on Company property?

Mr. Schwartz: That is correct.

\* \* \* \* \*

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W. R. OPP, a witness called by and on behalf of General  
Counsel, being first duly sworn, was examined and testified  
as follows:

Cross-examination

\* \* \* \* \*

Q. Are you employed by Ranco, Inc.?

*Testimony of W. R. Opp*

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A. I am.

Q. And what is your occupation?

A. Vice-President in charge of manufacturing.

\* \* \*

Q. Now, since the plant has been in operation, has the Company ever recognized any bargaining representative in the Delaware Plant of Ranco, Inc.?

A. We have not.

Q. Does the Company have any written rule regarding solicitations?

A. Yes.

\* \* \*

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Q. Is that posted on the plant premises?

A. Yes.

\* \* \*

Q. (By Mr. Ness) I show you General Counsel's Exhibit Number 2 which you handed me before and ask you if that is the notice you referred to?

A. It is.

Q. Now, was that posted in the plant, the Delaware Plant, on or

15

about the date appearing below, November 29, 1950?

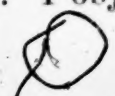
A. Yes.

Q. And has such notice been posted since such date?

A. Yes, I believe it has.

Q. Now, is it a fact that the Company does not permit representatives of any labor organization at any time to distribute literature on the Company's premises at the Delaware Plant?

Mr. Schwartz: Just a moment. I object to the use of



*Testimony of W. R. Opp*

the word "representatives" in the question, as to whether it refers to an employee.

Mr. Ness: I am referring to non-employees.

Trial Examiner Schneider: That is conceded, isn't it?

Mr. Schwartz: I thought so.

Mr. Ness: All right, I think we can agree on that. The Company doesn't allow Union representatives non-employees to distribute Union literature on the Company's premises?

Mr. Schwartz: That is correct, at any time.

Mr. Ness: At any time, all right.

Q. (By Mr. Ness) All right, regardless of which labor organization is involved, is that right?

A. That is true.

16

Q. (By Mr. Ness) Has it been generally known by the employees that non-employees cannot distribute literature on the Company's premises?

A. Yes.

Q. And that has been through the posting of this notice, General Counsel's Exhibit 2?

A. Yes.

Q. Is this your signature appearing thereon, is it not?

A. Yes.

Trial Examiner Schneider: On the record.

Mr. Ness: I will propose this stipulation. May it be stipulated that General Counsel's Exhibit 3 is the letter sent by Reuben Peters, International Representative, UAW-CIO, dated January

17

28, 1953, to the Company at the address shown above, and that the letter was received by the Company; that General



*Testimony of W. R. Opp*

Counsel's Exhibit 4 is the reply to the letter, that is General Counsel's Exhibit 3, dated January 30, 1953, addressed to Reuben Peters, International Representative, UAW-CIO?

Mr. Schwartz: It may be so stipulated.

\* \* \* \* \*

Q. (By Mr. Ness) Mr. Opp, I will show you General Counsel's Exhibit 5, which purports to be a sketch of the plant, the Delaware plant. Was that sketch prepared at your direction?

A. Yes.

\* \* \* \* \*

Q. (By Mr. Ness) Does that diagram accurately reflect the Delaware's plant's premises, and the immediately surrounding area?

\* \* \* \* \*

31

Q. (By Mr. Ness) I hand you General Counsel's Exhibits 6, 7

32

and 8, and ask you whether or not you know whether this literature was distributed by Union representatives non-employees, to employees at or near the plant gates?

A. It was.

Q. And that was distributed in about January of this year?

A. I recognize the first two as January. This one I don't recall exactly.

Q. But you do recall it was distributed by Union representatives non-employees?

A. Yes.

Q. And you do not permit distribution of General Counsel's Exhibit 6 through 8 and similar literature by

*Testimony of W. R. Opp*

Union representatives non-employees on the Company's premises at any time, is that right?

A. That is correct.

Q. And you would not permit any literature pertaining to Union organization to be distributed by Union representatives non-employees on your premises at any time, is that right?

A. That is correct.

## 33

## Cross-examination

Trial Examiner Schneider: All right.

Q. (By Mr. Schwartz) There is a badge system in the plant, is there not?

A. There is.

Q. And the purpose of the employees passing by either the front or the rear guard house is to permit the guard to identify employees as they pass the guard house, is that correct?

## 34

A. That is correct.

Q. Have you had opportunity to observe distribution of Union literature by non-employees, representatives of the Union?

A. Yes, I have.

Q. And from what station or from how close?

A. From the, within the building, the Building Number 1, 1½, 2 as indicated on this drawing.

Q. I might ask now, I note no reference to Building 1½. Is that a space or the building between Building Number 1 and Building Number 2?

A. It is indicated on the drawing as the factory office.

*Testimony of W. R. Opp*

That would be the space between buildings 1 and 2.

Q. And then the space between the buildings 2 and 3 would be Building 2-A, is that correct?

A.  $2\frac{1}{2}$  it is commonly known as.

Q.  $2\frac{1}{2}$  I am sorry.

A.  $2\frac{1}{2}$ .

Q. Now, just for the purpose of clarification, there are a total of how many buildings starting with Building Number 1?

A. There are eight buildings.

Q. There are a total of eight buildings, and according to General Counsel's Exhibit 5 each of them is 40 by 300, is that correct?

A. That is correct.

Q. In between each two buildings there is a flat one-story fairly low building which in each instance would be called  $\frac{1}{2}$ , is that

35

correct?

A. Correct.

Q. The factory office is Building  $1\frac{1}{2}$ , is that correct?

A. That is correct.

Q. Just for the purpose of clarification Building 1-A is the building, part of which is shown at the lefthand side of the plat, and that is a storage building, is that correct?

A. That is correct.

Q. Now, you state that you had opportunity to see non-employees distributors of Union literature from the Union itself, is that correct?

A. That is right.

Q. Can you identify by month or date the period or time when you saw such distribution?

A. I would say most any month from January up to about September of this year.

*Testimony of W. R. Opp*

Q. Well, let me ask it this way. Was it on more than one occasion?

A. Oh, yes, it was on several occasions.

Q. All right. Now, referring to General Counsel's Exhibit 5 or I may refer to it as a plat from time to time, you state that the non-employee representatives of the Union generally station themselves at Point X but covered at various times the space which is circled here, is that correct?

A. That is correct.

36

Q. I note here on the east gate about 21 feet in from the fence line is a stop sign, is it?

A. Yes.

Q. And I note 15 feet from the west, from the fence line of the west gate a stop sign, is that correct?

A. That is correct.

Q. Now, will you describe the size of that sign?

A. Oh, as I recall it they are probably 30 to 36 inches in diameter. It is pretty much a standard State Highway stop sign.

Q. It is the usual yellow and black that is used by the State Highway Department, is it not?

A. That's right.

Q. As a matter of fact it was supplied by the State Highway Department, was it not?

A. I believe that is correct.

Q. The speed limit on U. S. Route 42, to and from, to Delaware and to Plain City in one direction and the other is what at the point of your plant?

A. On the highway in front of our plant is posted at 35 miles an hour.

Q. U. S. 42 is a very heavy thoroughfare, is it not?

A. Very heavily traveled.



*Testimony of W. R. Opp*

Q. It is heavily policed, is it not, by the Highway Patrol?

A. That is right.

Q. What is the fact as to employees or visitors to the plant

37

being warned as to stopping before entering U. S. Route 42?

A. Our guards have reported at various times employees who have a tendency to fail to stop, and we have talked to these employees, either their foremen or their personnel department representatives trying to get them to cooperate with the city police and the State Police, in the interest of safety, to come to a full stop before entering Route 42.

Q. As a matter of fact, state law requires a full stop at that point, does it not?

A. That is correct.

Q. There has been some reference to an approximate 200 cars leaving the plant at the end of the first shift, and I understood that the cars when they leave can leave through either the west or the east gate, is that correct?

A. That is correct.

Q. Now, have you seen some cars which leave by the west gate which then cut across Route 42 and travel east up toward Plain City?

A. Say that again?

Q. Well, all right. Do some cars which come out on the east gate, the east gate, then turn left and travel west toward Plain City?

A. Yes.

Q. And some cars which come out the west gate, then turn right and travel toward Delaware, is that correct?

A. That is correct.

*Testimony of W. R. Opp*

38

Q. That results in quite a jamming-up of traffic on Route 42 in front of the plant, does it not?

A. That is correct.

Q. When 200 cars leave the plant in a period of about 15 minutes, does it cause quite a bit of jamming up in the driveway leading out of the plant?

A. It does.

Q. (By Mr. Schwartz) Do cars stop at or before the property line when they leave the plant?

A. Yes.

Q. Have you seen the Union representatives distributing literature to cars which are leaving the plant at the end of the shift?

A. Yes.

Q. To what percentage of the cars so leaving the plant have the outside Union representatives distributed Union literature?

39

The Witness: I have observed the Union representatives passing out literature to the cars leaving the plant, and I would say many times they have been able to distribute their literature practically 100 percent to the people who wanted the literature.

Mr. Ness: I object and move that the answer be stricken. The witness has no way of knowing whether the people wanted the literature or not from what he was observing.

Q. (By Mr. Schwartz) I would like to have the witness explain what he means by "to the people who wanted the literature"?

*Testimony of W. R. Opp*

A. I would base my statement this way. The people who wanted the literature had their windows rolled down and their arm extended. In my opinion the people who did not want the literature had their windows rolled up. That is the way I characterize it because some people went past that point with their windows completely rolled up and closed.

\* \* \* \* \*

40

Trial Examiner Schneider: That those people, if this is his testimony, I am not sure yet that it is, if it is his testimony that those people who extended their hands received literature, but that those who did not or who kept the windows in the car rolled up did not, that testimony may stand as observed facts. Now what argument should be made from it is quite another matter. Is it your testimony that on all occasions when employees have extended their arms from the car, that the organizers or the distributors gave them literature?

The Witness: Yes.

\* \* \* \* \*

Q. (By Mr. Schwartz) Did you observe Union representatives non-employees distribute Union literature in departing cars where either the driver or passenger did not extend his arm outside the car for it?

A. Yes.

\* \* \* \* \*

41

Q. (By Mr. Schwartz) I have had marked for identification, Mr. Opp, a letter dated May 6, 1953, addressed to a Mr. Burke. Was there a Mr. Burke connected with the Delaware plant at that time?

A. There was.

Q. And what was his full name?

*Testimony of W. R. Opp*

A. Paul Burke.

Q. What was his capacity?

A. Production manager.

Q. I have had marked for identification—by the way, that letter was signed by Rhoea L. Myers. I have had marked for identification as Company Exhibit 1-B a carbon copy of a letter from Mr. Paul M. Burke to Mrs. Rhoea L. Myers, in Delaware, Ohio. Do you know whether that letter of which this is a carbon copy was mailed?

A. Yes.

43

Q. (By Mr. Schwartz) Mr. Opp, referring to General Counsel's Exhibit 2, state whether or not employees have from time to time distributed literature on Company property?

A. Yes.

Q. (By Mr. Schwartz) Mr. Opp, I have had marked for identification as Company Exhibit 2, two pages headed "List of People Who Passed Union and Anti-Union Literature Inside Front Gate of Delaware Plant." Now, on those pages appears headings such as Union—3-31-53; Anti-Union—4-28-53, with various names and I assume clock numbers, is that correct?

A. Yes.

44

Q. At your request, some time before March 31, 1953, did the guards keep a record of which employees distributed literature on Company premises?

A. Yes, they did.

Q. The references to "front gate" and "back gate" are to what, Mr. Opp?



*Testimony of W. R. Opp*

A. To the pedestrian gates adjacent to the guard house.

Q. In other words, you are referring to the gates by the guard houses, the front and the back guard houses?

A. That's right.

\* \* \* \* \*

45

Mr. Ness: We are not contending that employees did not distribute literature. Our position is that the non-employees should be permitted to distribute the literature, and that the Company has no right to restrict it to employees.

\* \* \* \* \*

Trial Examiner Schneider: Well, as I understand it, there is no dispute that employees whether Union agents or representatives or not, were permitted to distribute Union literature on their own time on the premises. You are not contesting that?

46

Mr. Ness: No, they have done it.

\* \* \* \* \*

47

Trial Examiner Schneider: Mr. Ness isn't taking the position the employees were fearful of distributing Union literature.

Mr. Ness: I am not saying they are. I am admitting they did.

48

it. I am not saying they were happy or fearful about it.

\* \* \* \* \*

51

Mr. Schwartz: I have had marked for identification as Company's Exhibit 3 a badge, circular badge, approxi-

*Testimony of W. R. Opp*

mately two and a half inches in diameter, bearing across it American Flags, about which reads the word "Vote," and below "Join UAW-CIO," and at the bottom half of the circle, "Organizing Committee." \* \* \*

\* \* \* I will ask that, for a stipulation that these badges were supplied by the Charging Union?

Mr. Ness: Rather than paid for?

Mr. Schwartz: Yes.

Mr. Ness: We will so stipulate.

Mr. Schwartz: Mr. Goerlich?

Mr. Goerlich: It is agreeable.

Q. (By Mr. Schwartz) Mr. Opp, at various times have employees within the plant worn badges in the form of Company Exhibit 3 inside the plant at work?

A. Yes.

Q. Did the Company make any effort to require employees to remove or otherwise deface these badges?

52

A. No.

Mr. Schwartz: Mr. Ness and Mr. Goerlich, I am holding up a T-shirt on which appears in blue about six inches in diameter the emblem of the International Union, United Automobile, Aircraft & Agricultural Implement Workers, and above which appears in red in letters varying from one to two inches in size, "Vote," and below which appears in red in letters varying from one-half inch to one-inch in size the words "UAW-CIO," and ask for a stipulation that T shirts in this form were supplied by the Charging Union to some of the employees at the Plant here involved?

53

Q. (By Mr. Schwartz) Mr. Opp, at various times dur-

*Testimony of W. R. Opp*

ing the past, during the CIO organizing campaign, have you seen employees at work in the plant wearing T shirts such as that which I now hold in my hand and which I have just described in the form of a requested stipulation?

A. Yes.

Q. Did the Company take any action with respect to requiring employees to discontinue wearing such shirts?

A. No.

54

*Recross-examination*

Q. (By Mr. Ness) Mr. Opp, how many employees are wearing T shirts at the plant at the present time similar to the one shown to you by Mr. Schwartz?

A. At the present time?

Q. Yes.

A. I don't know exactly. In fact for probably the last two or three weeks I don't think I have seen any.

Q. And within the two months previously?

A. Oh, it is hard to say. I have counted as many as 15, I'd say, at some given times. I don't recall the exact date but during this campaign.

55

Q. (By Mr. Ness) How many employees within the past month have

56

worn badges similar to Respondent's Exhibit 3?

A. I don't know as I could honestly answer that question.

Q. Can you give us an estimate?

A. Oh, within the past month, just from what I have

*Testimony of W. R. Opp*

seen, maybe half a dozen.

Q. Now, you have testified that guards have reported employees that failed to stop at the stop signs shown on the plat, is that right?

A. Yes.

Q. And there are employees who still fail to stop at stop signs, isn't that a fact?

A. I believe that is true. It is common at stop signs.

Q. If there is no car in front of them and there is no traffic on Route 42, the employees at times goes straight out onto the highway without stopping at all, isn't that a fact?

A. Sometimes.

Q. Now, you testified that you have observed Union representatives non-employees distributing the literature at or near the plant gates, and that employees that put their hands out of the cars received literature, is that right?

A. Yes.

Q. Have you ever heard employees speaking to the Union representatives at that point?

A. Yes.

Q. Near the gate?

57

A. Yes.

Q. Where were you at the time?

A. In my car either entering or leaving the plant gates.

\* \* \* \* \*

Q. Now, at times there are cars lined up on the driveway waiting to get out, isn't that right?

A. Yes.

Q. And when the front car which is right by the highway shoots out into the highway, at times other cars shoot out onto the highway right after it, isn't that right, without any further stop?



*Testimony of W. R. Opp*

A. Not too often.

Q. Not too often?

A. I am speaking primarily of the first shift. I don't —not so much any more. I don't observe the second shift so I couldn't

—58—

say for sure about that, but that isn't too much true on the first shift.

Q. Which gate do you normally go out, the east or west gate?

A. I normally go out the west gate.

Q. And at times at the end of the shift when cars are leaving at the west gate, is that just one lane, incidentally?

A. It is one lane out and one lane in.

Q. On the west gate?

A. On the west drive.

Q. So at times when employees are leaving at the end of the first shift they are heading north down the driveway towards the gate and the road, and at the same time a car can be coming in that same west gate?

A. That is true.

Q. There is no guard or any other person directing traffic at the plant gates, is there?

A. At the outside plant gate, no.

Q. There is no traffic light at the plant gate, is there?

A. Unfortunately not.

\* \* \* \* \*

Trial Examiner Schneider: Just a moment, please, Mr. Opp. Did I understand that this so-called west gate is used exclusively for—strike the west—so-called east gate is used exclusively for leaving the plant?

59

The Witness: That is right.

Trial Examiner Schneider: And the west gate is used

● *Testimony of W. R. Opp*

both for entering and leaving?

The Witness: Correct.

Trial Examiner Schneider: And that entrance is wide enough to accommodate two lanes of cars, one entering and one leaving?

The Witness: That's right.

Trial Examiner Schneider: How about the east gate, how many lanes of cars use that?

The Witness: Normally there are two lanes abreast which line up at that gate.

Trial Examiner Schneider: Are those entrances marked into lanes?

The Witness: On the surface of the roadway?

Trial Examiner Schneider: Yes.

The Witness: No.

Trial Examiner Schneider: At the bottom of General Counsel's Exhibit 5, the plat, in the middle is a notation, "Entrance To New Lot." What does that signify?

The Witness: After the plant had been in operation for a period of time, our original employees' parking lot became inadequate, and we purchased an additional tract of land east of our original purchase and made it into a second parking lot for the employees. That is commonly referred to as the new parking lot.

Trial Examiner Schneider: Oh, then, this plat does not show

60

all your property there?

The Witness: Oh, no.

Mr. Schwartz: May I interrupt the Trial Examiner? You will appreciate it doesn't show all of our parking lot. That extends way down, nor does it show the Building 4, 5, 6, 7 and 8.

Trial Examiner Schneider: Then there are actually

*Testimony of W. R. Opp*

eight buildings 40 by 300 feet?

Mr. Schwartz: Oh, that is right.

Trial Examiner Schneider: I was confused about that. All right, I think that is all I have.

Mr. Ness: Let me clarify something.

Q. (By Mr. Ness) As far as the entrance to the new lot, they still have to come up these two driveways that we referred to?

A. One driveway.

Q. At the east and west gate?

A. Coming in just the one driveway.

Q. Oh, the one driveway. Let me ask you one further question. You have indicated, you have mentioned there were stop signs in each of the driveways. There is no traffic light, is that right?

A. That is correct.

Q. There are no stop signs for traffic coming in?

A. No stop signs but a speed limit sign. I can't—I believe it is ten miles an hour, twelve miles an hour, or fifteen. I have forgotten exactly which. Our purpose was to try and drag them down.

61

Q. Where is that located?

A. That is located on the west-boundary fence of the west driveway. I would say approximately 30 to 40 feet inside the property line.

Q. As a matter of fact, employees don't observe that anyway, do they, do employees observe those signs?

A. Yes.

Q. Do all of them?

A. By far the majority. We have gotten pretty good cooperation on safety within our own parking lot and driveway areas and entering the highway.

\* \* \* \* \*

*Testimony of Reuben Peters*

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REUBEN PETERS, a witness called by and on behalf of General Counsel, being first duly sworn, was examined and testified as follows:

## Direct Examination

Q. By whom are you employed at the present time?

A. The International Union, United Automobile, Aircraft & Agricultural Implement Workers of America, CIO.

Q. What is your position with that organization?

A. At the present time International Representative.

Q. How long have you been an International Representative of said organization?

A. For twelve years.

Q. Were you at one time a member of the International Executive Board?

A. I was.

Q. When was that?

A. 1939 and 1940.

Q. Is one of your duties in connection with being an International-

63

al Representative to organize employees of different industrial plants?

A. Yes.

Q. Have you been conducting an organizing campaign at the Ranco's Delaware Plant?

A. I have.

Q. When did you first start?

A. I was assigned on January 2nd and started the actual organizing of the plant January 11, 1953.

Q. I'll ask you whether or not you distributed hand bills at or near the plant gates referring to the Delaware



*Testimony of Reuben Peters*

Plant?

A. Yes.

Q. When did you start distributing such hand bills, what month?

A. January, the month of January.

Q. Of this year?

A. Of 1953.

Q. And about how many approximately have you distributed to date?

A. Twenty-five.

Q. I'll hand you General Counsel's Exhibit 5 which is a plat of the Delaware Plant.

Trial Examiner Schneider: I am going to interrupt, Mr. Ness. Is it 25 hand bills that you have distributed or do you mean 25 different occasions?

The Witness: On 25 different occasions, that is correct.

Mr. Ness: I am sorry that wasn't clear.

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Q. (By Mr. Ness) Incidentally, with respect to General Counsel's Exhibit 8, can you tell me about when that was—strike that. With reference to General Counsel's Exhibit 8, did you distribute that hand bill at or near the plant gate?

A. Yes.

Q. Can you tell me about when it was that you distributed said hand bill?

A. February 25, 1953.

Q. Now, referring to General Counsel's Exhibit 5, I'll ask you to note where the X appears near the east gate. Do you notice that?

A. Yes.

Q. In yellow pencil?

A. Yes.

Q. Have you stood there and distributed hand bills?

A. No, not where the X is shown.

*Testimony of Reuben Peters*

Q. Where have you stood?

A. Approximately in the center of that gateway.

Mr. Schwartz: Just a moment, sorry, there are two gates.

Mr. Ness: The east gate I said.

Mr. Schwartz: The east gate? Oh, I'm sorry.

The Witness: The east gate.

Q. (By Mr. Ness) Now did you stand in the center there at the east gate?

A. Yes.

65

Q. Have you distributed hand bills to employees in cars when they were leaving the plant?

A. Yes.

Q. I am speaking now only of the east gate.

Mr. Schwartz: May I interrupt?

Mr. Ness: Sure.

Mr. Schwartz: Okay, thank you.

Q. (By Mr. Ness) Referring to the driveway leading up to the east gate, is there any dividing line or markers to divide that driveway into lanes?

A. No, not to my knowledge.

Q. Now, when the cars approach the gate exits, are they in two lanes?

A. Yes.

Mr. Schwartz: Which one are you referring to now, the west gate?

Q. (By Mr. Ness) No, I am still speaking strictly of the east gate?

A. East.

Q. Where do you stand in connection with the two lanes of traffic?

A. In between the two lanes, in the center.

Q. How do you distribute your hand bills to the people

*Testimony of Reuben Peters*

in the cars?

A. The cars to the east, the lane to the east, either the driver

66

or the passenger, we give the hand bills to those people, and on the west side of the gate, west group coming out, of cars, we have quite a problem there because it is opposite the driver's side, and many times the workers will stop temporarily there to take hand bills, and then the people become rather disturbed in the back of them, the line of cars and they start honking their horns and telling them to move on, to get out of there. It is very difficult to get the people on the inner lane.

Q. Do you throw the hand bills into the cars?

A. No, we don't throw them into the cars unless they open the window and request a hand bill.

Q. You only give it to them if they request it?

A. That's right.

Q. Now, at times when you are there distributing about how many cars would you say are lined up ready to leave the plant in each of those two lanes?

A. Oh, at times there is possibly 20 cars lined up.

Q. Now, you say you stand in between the two cars?

A. Yes.

Q. About how much space ordinarily do you have between the two cars?

A. Oh, possibly three feet.

Q. Now, again referring specifically to the east gate, do the cars all go out and head in one single direction?

A. No, they do not.

67

Q. Will you tell us in what direction they go?

A. The cars go out from the east gate, they head west toward Plain City, some of them, some head east toward

*Testimony of Reuben Peters*

Delaware, and others go down Curtis Street.

Q. When you say "down Curtis Street," you mean they cross Highway 42?

A. They cross directly across the highway.

Q. Now do cars on the western side of the driveway on the east gate at times make a right turn and head east towards Delaware?

A. Yes.

Q. And do the cars in the eastern lane at the east gate at times make left turns and head west towards Plain City?

A. That's right, they do.

Q. Now, at times when you say there were cars lined up ready to leave and you were distributing hand bills, have you heard any comments by employees as they passed you?

A. Yes, on many occasions.

Q. (By Mr. Ness) What comments have you heard?

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A. Many of the lead cars into the lead will stop to ask a representative questions pertaining to the organizing drive, and the workers in back of them become impatient and start honking their horns, and many times bump into one another's bumpers there, and create quite a disturbance in the plant.

Q. Have they made any comments to you?

A. Yes, they made comments to the extent of, "Why don't you get out of the way, we are in a hurry to go home, let the cars pass."

Q. Have you noticed stop signs at the plant gates, each of the plant gates?

A. Yes.



*Testimony of Reuben Peters*

Q. Referring now to the stop sign at the east gate, do all cars stop at the stop signs?

A. Oh, no, no, no, they don't.

Q. Well, can you estimate what proportion of cars stop at the stop signs?

A. I'd estimate close to ten percent of the cars do not stop for the stop sign.

\* \* \* \* \*

69.

Q. (By Mr. Ness) You have distributed literature during the winter months, too, have you not?

A. Yes.

Q. January and February?

A. That's right.

Q. What percentage of the drivers stop to accept hand bills during the winter months?

A. Approximately 50 percent.

\* \* \* \* \*

Q. (By Mr. Ness) And what percentage of the drivers during the warm weather would stop to receive hand bills?

A. Approximately 75 percent.

Q. And during the winter months have you observed whether or not the windows on the drivers side are more often shut rather than during the warmer weather?

A. Yes.

Q. Now, have you distributed literature to incoming, to persons in incoming cars?

A. I have.

Q. Where do you stand, where did you stand when you distributed?

A. Into the west entrance and into the center of that entrance.

Q. Now, do cars coming in use only the west entrance,

\* \* \* \* \*

*Testimony of Reuben Peters*

the west gate?

A. Yes, yes.

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Q. Now, from what do—well, from what directions do cars come in?

A. They come in from the west, from the east, and from the north.

Q. Well, you say from the west and east, you mean from 42?

A. Yes, 42.

Q. And from the north you mean Curtis Street?

A. Yes.

Q. Now, at times when you were distributing literature to incoming cars, had you observed more than one car coming towards the plant from the east on 42?

A. Oh, yes.

Q. And when a car approaches the plant premises and makes a left turn on 42?

A. Yes.

Q. And comes in the west gate, is that right?

A. That's right.

Q. And normally the driver would have to wait to see that no traffic is coming, heading east on 42, is that right?

A. That's right.

Q. Now, did you observe more than one car waiting to turn in who was coming from east on 42?

A. Yes.

Q. And what has happened when a car coming in stopped to receive hand bills when another car was behind it on 42?

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A. Well, it creates a dangerous hazard because the cars that try to slide in behind him block the highway for

*Testimony of Reuben Peters*

the oncoming traffic from the west, makes a very dangerous situation.

Q. You are speaking of the second car coming in?

A. Yes, that's right, cars and trucks.

Q. Now, with respect to this distribution, both incoming and outgoing cars, have you seen more than one person in cars at times?

A. Oh, yes.

Q. That is passengers including the driver?

A. Yes.

Q. Have you had any experiences where a passenger wants to stop and talk and a driver wouldn't?

A. Many times.

Q. What has happened then?

A. Well, the driver just keeps on going, he won't stop.

Q. Were you able to give the passenger a hand bill?

A. No, we were not.

Q. The driver didn't even stop there?

A. He would not.

Q. Are there any sidewalks paralleling the front entrances of the plant?

A. No, there isn't.

Q. Are there any sidewalks in the immediate area of the plant alongside Route 42?

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A. No.

Q. Actually all you have is the road and the shoulder, is that right?

A. That's right.

Q. Have you observed the number of residences both east and west of the plant alongside Route 42?

A. Yes.

Q. Will you describe approximately how distant they are from each other?

*Testimony of Reuben Peters*

A. On the corner of Curtis and Highway 42 which is across from the approach on each corner is a home, and the next building to the west I'd judge would be possibly 1500 feet from that intersection.

Q. And how far apart are the homes around that area?

A. Well, they are farm buildings, they are rural buildings. They stand possibly 1,000, 1,500 feet.

Q. Do you drive a car?

A. Yes.

Q. Are there any speed limit signs on Route 42 near the plant?

A. Yes.

Q. What do those signs say?

A. Thirty-five miles an hour.

Q. Have you observed cars riding on 42 past the plant?

A. Yes, many of them.

Q. From your observation do you know whether or not all the cars

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driving by observe the 35-mile speed limit?

A. Oh, no, many of them go by them 50 miles an hour or better.

Mr. Ness: You will stipulate that Route 42 is a duly designated U. S. state route?

Mr. Schwartz: Yes, I will.

Q. (By Mr. Ness) I will ask you to examine Respondent's Exhibit 2, the second page. I'll ask you whether or not to your knowledge any employees passed out any of the Union literature since June 2nd?

A. I didn't get your question.

Q. Since June 2nd?

A. Not to my knowledge.

Q. Have you offered it, have you offered any Union literature to employees to distribute since June 2nd?



*Testimony of Reuben Peters*

A. We have requested them to distribute since June 2nd:

Q. What happened?

A. They refused to distribute any further.

Q. Now, during the winter season did you distribute any literature when it was dark?

A. Yes.

Q. Are there any lights at the plant entrances?

A. There is.

Q. Did you experience any difficulty in distributing literature at that time?

A. Yes.

Q. What were such difficulties?

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A. Well, you couldn't determine how many people were in the cars when they were approaching you on account of the darkness.

Q. Why not?

A. Well, on account of the headlights usually being on their cars. You would be looking into the headlights.

Q. Was that true with respect to both incoming and outgoing cars?

A. Yes.

Q. Now, referring to distribution at that time at the west gate, do cars only use one lane coming in at the west gate?

A. No. On occasions they use two.

Q. And on occasions only one?

A. That's right.

Q. Now, at times have you observed that a car was leaving at the west gate at the same time that a car was coming in at the same gate?

A. Cars and trucks leaving while the other cars were coming in.

*Testimony of Reuben Peters*

Q. That was at the west gate?

A. That's right.

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Q. (By Mr. Ness) Have you observed any employees passing out literature not favorable to the Union?

A. Yes.

Q. Did you see such literature being distributed?

A. Near the guard house.

Q. Both guard houses?

A. Yes.

Q. Did you observe that from the plant entrance?

A. From the highway, yes.

Q. Were they distributing to the employees?

A. They were distributing to the employees.

Q. And were the employees in automobiles?

A. No, they were walking.

Q. Pardon?

A. They were walking.

Q. They were walking towards the parking lot?

A. Walking toward the plant.

Q. Coming in to work?

A. Coming in to work.

Q. They were walking from the parking lot past the guard house

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into the plant, is that right?

A. Walking from the plant past the guard house to the parking lot on the way out.

Q. On the way out? I see. Were you at the same time passing out hand bills at the gate?

A. Yes.

*Testimony of Reuben Peters*

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## Cross-examination

Q. (By Mr. Schwartz) Mr. Peters, you just referred to people distributing literature opposed to the Union near both guard houses, to employees either coming from or going to the parking lot. You have also seen people at those same locations distributing Union literature; have you not?

A. Yes.

\* \* \* \* \*

Q. Well, about how many occasions did you see people distributing literature opposed to the Union at these two guard houses?

A. I would say approximately three times.

Q. And on about how many occasions ~~did~~ you see people distributing Union literature at the guard house?

A. Six, about six or seven times.

Q. \* \* \*

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When possibly 200 cars start leaving the plant at about the same time at the end of the first shift, almost automatically it causes a jam-up at the entrance or the exit of the plant, isn't that right?

A. Well, I think the highway would probably cause the jam-up.

Q. Yes. In other words, I am sorry, in other words, as they approach the highway almost automatically whether you are or are not there, isn't that right?

A. Yes.

Q. And there have been occasions on which you have been at the entrance and not distributing literature when cars behind the car just at the highway had honked at the car right at the highway, isn't that right?

*Testimony of Reuben Peters*

A. No.

Q. Have you never seen a jam-up at the highway when there was nobody distributing Union literature there?

A. No.

Q. You never heard cars honking at one another there?

A. No.

Q. When you were not distributing literature?

A. No.

Q. You referred to a situation where the driver of what you call the lead car would stop at the highway to ask you questions about the organizing drive, and that some workers in cars behind became impatient and honked?

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A. That's right.

Q. In other words, the drivers of these lead cars or the driver of the lead car stopped at the exit to talk to you, is that correct?

A. Yes.

Q. Isn't it a fact also that on occasions you came inside the fence line or the extension of the fence line to catch the drivers or passengers in cars as they were going out, and walked along with them almost to the highway?

A. Yes.

Q. And isn't it a fact that at the west gate you have done the same thing, that is, walked along the car within the property line itself, talking to a driver or a passenger?

A. Well, I wouldn't say walk, we probably run along side of the car.

Q. \* \* \* Maybe I missed this, but as I understood this organizing drive started when you were assigned by I assume



*Testimony of Reuben Peters*

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your superiors in the International to organizing this Delaware Plant of Ranco on January 2, 1953?

A. I was assigned, received my assignment.

Q. You received your assignment from your superiors in the International?

A. Yes, sir.

Q. And you arrived here on January 11, 1953?

A. Yes, sir.

\* \* \* \* \*

Q. If I told you that General Counsel's Exhibit 6, a circular entitled "Here Comes the UAW-CIO," and which has down at the bottom lefthand corner, "CS-1," was distributed on January 22, 1953, would you say that was the first circular that was distributed to the employees?

A. It is possible.

Q. All right. Well—

A. I think it is the first circular. The date I am not sure.

Q. The second circular then was the one that is entitled "The

81

UAW-CIO is More than a Union," which has at the bottom lefthand corner, "CS-2," isn't that correct?

A. Yes.

Q. And that was approximately a week later, was it not?

A. That was on the 29th.

Q. Oh, yes, you have it on the 29th.

\* \* \* \* \*

Q. (By Mr. Schwartz) And General Counsel's Exhibit Number 8 entitled or captioned "Your Right to Join a Union, You are Protected By Law," has on it a date

*Testimony of Reuben Peters*

2-25-53. Was that circular distributed on or about February 25, 1953?

A. Yes.

Q. (By Mr. Schwartz) I now show you a circular which has been marked for identification as Company Exhibit 5, captioned, "Have No Fear," and bearing a date at the bottom 3-6-53. Is it a fact that that circular was distributed by the UAW-CIO to the employees of the Delaware Plant on or about that date?

A. Yes.

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Q. (By Mr. Schwartz) I have had marked for identification a circular which is entitled, "Gripe Sessions," and have had it marked as Company Exhibit 6. It bears a date, March 26, 1953. Was that circular distributed by the UAW-CIO to the employees of the Delaware Plant on or about that date?

A. Yes.

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Q. (By Mr. Schwartz) Mr. Peters, I have had marked for identification as Company Exhibit 7 a circular entitled, "Common Lies About Strikes by UAW-CIO," which indicates by Company marking only that it was distributed at the Delaware Plant about May 13, 1953. Can you state whether or not that was distributed by the UAW-CIO to the employees of the Delaware Plant at or about that date?

A. It was distributed but I wouldn't verify the date.

Q. All right, I am satisfied with that.

*Testimony of Reuben Peters*

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Q. (By Mr. Schwartz) I now show you what has been marked for identification as Company Exhibit 8, being a circular bearing a cartoon at the top, a heading, "Facts About Strikes," and being both front and back, and ask you whether that circular was distributed by the UAW-CIO on or about June 5, 1953?

A. I can't verify the date but it was distributed by the UAW-CIO.

Q. I should add to the employees of the Delaware Plant?

A. Yes.

Q. (By Mr. Schwartz) I now show you a circular which has been marked for identification as Company Exhibit 9, entitled "Just A Reminder," with a sub-heading, "No Kidding, Do You Like To Give

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Presents To The Boss," and a cartoon bearing an imprinted date of 8-3-53, and ask you whether that was distributed by the UAW-CIO to the employees of the Delaware Plant on or about the date shown?

A. Yes.

Q. (By Mr. Schwartz) Is it not a fact that the CIO, UAW-CIO did distribute to some employees of the Delaware Plant badges in the form shown in evidence or in evidence as Company Exhibit 3?

A. Not at the Delaware Plant, no.

Q. Oh, I mean employees of the Delaware Plant not necessarily at the plant?

A. Yes.

Q. And the UAW-CIO also supplied, supplied, that is a better word, to some employees of the Delaware Plant

*Testimony of Reuben Peters*

pocket combs and pencils bearing the imprint of UAW-CIO?

A. Yes.

Q. Is that right, and the same is true with T shirts of the type that was described this morning?

A. I don't know about the type you have there.

Q. Well, the UAW-CIO did supply to some employees of the Delaware

86

Plant T shirts bearing the insignia and some reference to the UAW-CIO, did they not?

A. Yes.

\* \* \* \* \*

Redirect Examination

Q. (By Mr. Ness) With reference to these hand bills, Respondent's Exhibits 5 through 9, you were asked whether or not they were distributed by the UAW-CIO. I will ask you whether they were distributed by employees or by Union representatives non-employees.

A. Well, I'd say the majority of them at least was distributed by International representatives.

Q. Where?

A. At the gates.

Q. Now, were you the only Union representative non-employee that distributed Union hand bills?

A. No.

\* \* \* \* \*

Recross-examination

Q. (By Mr. Schwartz) How many others were there?

A. Oh, they varied from time to time.

Q. Pardon me?

A. It varied from time to time again.



*Testimony of Reuben Peters*

Q. How many were there at any one time?

A. Three.

Q. And among the other Union representatives non-employees were

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included Mr. Charles Bethel and Mr. Grzenda, isn't that correct?

A. That is right.

• • • • •

W. R. OPP, recalled as a witness by and on behalf of General Counsel, being first duly sworn, was examined and testified further as follows:

*Further Recross-examination*

Mr. Ness: I will ask the reporter to mark this as General Counsel's Exhibit 9.

• • • • •

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Q. Do you know whether copies of that document were distributed to employees?

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A. Oh, yes, they were distributed.

Q. Where?

A. At the front and back guard house pedestrian gates.

Q. When you say the pedestrian gates you are referring to the pedestrian gates at the guard house?

A. Yes.

Q. Did you observe it yourself, the distribution?

A. No, I didn't.

Q. Were those copies distributed by employees?

A. Yes.

*Testimony of W. R. Opp*

Trial Examiner Schneider: Where was that distribution?

The Witness: At the little gates right adjacent to each one of the guard houses.

Trial Examiner Schneider: You referred to a front and back entrance, did you?

Mr. Ness: There are two guard houses.

Mr. Schwartz: The front and back gates, guard house, guard house, this is the front and that is the back.

Q. (By Mr. Ness) The gates you refer to so we are sure there is no mistake on the record are not the gates which lead out of the Company's premises?

A. No. For the benefit of the Examiner let me clarify a little bit. We have a problem, we did have a problem in getting employees to park even distributed over the parking lot, so in order to clear the entrances we have both front and back entrances of the

95

building in order to facilitate entrance to those clock entrances to the building. We have a front and back guard house so they can approach the plant from either entrance.

Trial Examiner Schneider: I notice there is a guard house directly opposite the Building 1-A, and I assume that is what you refer to as the back guard house?

The Witness: That's right.

Trial Examiner Schneider: There is another on the northeast corner of Building Number 1. That is the one which you referred to as the front guard house?

The Witness: That's right.

• • • • •

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Q. I notice on all these cards there are dates passed out at Delaware and the date appearing thereafter. Are those the dates when these cards were distributed?

*Testimony of W. R. Opp*

A. To the best of my knowledge they are the dates they were distributed.

Q. And when were they distributed?

A. Again at the pedestrian gates adjacent to the front and back guard house.

Q. And they were distributed by employees, is that right?

A. Yes.

. . . . .

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Q. And General Counsel's Exhibit 20 was distributed on or about May 20, 1953, is that right?

A. Is that the date on there? Yes, right.

Q. And that, too, was distributed by employees at the guard houses?

A. That's right.

. . . . .

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OCIE HARTER, a witness called by and on behalf of General Counsel, being first duly sworn, was examined and testified as follows:

*Direct Examination*

. . . . .

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Q. (By Mr. Ness) Are you employed at the present time by Ranco, Inc., at the Delaware Plant?

A. Yes, I am.

. . . . .

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Q. And you also distributed some of the Anti-Union literature at the guard house, did you not?

*Testimony of Ocie Harter*

A. That's right.

\* \* \* \* \*

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## Cross-examination

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Q. Miss Harter, did you distribute any of the literature?

A. Yes.

\* \* \* \* \*

Q. And was that, where was that literature distributed by you?

A. At the front and back gate.

Q. In other words, that was by the guard houses?

A. That's right.

Q. Was it during your working hours or not?

A. It was not.

\* \* \* \* \*

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Q. Isn't it a fact that you and other employees distributed literature which you had prepared in many cases at the same spot and at the same time that other employees were distributing literature which the CIO had prepared?

A. That's right.

\* \* \* \* \*

## Redirect Examination

Q. (By Mr. Ness) You distributed this at the guard house, did you not?

A. That's right.

Q. And did you distribute it to employees coming in or going out of the plant?



*Intermediate Report and Recommended Order*

Carolina Mills, 92 NLRB 1141, enf'd. 190 F. 2d 675  
(C. A. 4)

Caldwell Furniture Co., 97 NLRB 1501, enf'd. 199 F.  
2d 267 (C. A. 4)

Mooresville Mills, 99 NLRB 572

Carthage Fabrics Corp., 101 NLRB 541, 546, 552, enf'd.  
(C. A. 4), June 10, 1953, No. 6590

Monarch Machine Tool Co., 102 NLRB 1242, enf'd. 33  
LRRM 2488 (C. A. 6)

Remington Rand Co., 103 NLRB No. 25

Grand Central Aircraft Co., 103 NLRB No. 101

The test laid down in the LeTourneau case, and since adhered to, is whether the prohibition of distribution of union literature on the employer's premises places "an unreasonable impediment on the freedom of communication essential to the exercise of employees rights to self-organization." If the prohibition results in such an impediment, it may not be enforced unless "special circumstances make the rule necessary in order to maintain production or discipline."

This principle has been explained as an accommodation, necessitated by the circumstances, between the employer's unquestionable right to control the use of his property and the equally unquestionable right of employees under the Act to "freely discuss and be informed concerning

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their collective bargaining rights and the correlative right of the union to discuss with and inform them concerning the matters involved." *N. L. R. B. v. Lake Superior Lumber Co.*, 167 F. 2d 147, 151 (C. A. 6).<sup>4</sup>

<sup>4</sup>As has been indicated in footnote 3, *supra*, the Lake Superior case involved a lumber camp where employees lived as well as worked.

*Testimony of Ocie Harter*

A. Mostly going in. I distributed to the janitors coming out.

Q. And distributed to people going in?

A. Yes.

Q. And employees had to pass there before they went into the plant, isn't that right?

A. That's right.

\* \* \* \* \*

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GENE FORD, a witness called by and on behalf of General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Ness) Will you state your name and address, please?

A. Gene Ford, Route 3, Delaware.

Q. Mr. Ford, at the present time are you employed by Ranco, Inc. in the Delaware Plant?

A. Yes, sir.

\* \* \* \* \*

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~~C~~ross-examination

\* \* \* \* \*

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Q. Subsequently a number of copies of the printed circular or reproduced circular, General Counsel's Exhibit 9 were given to you by Ocie Harter and you distributed them, is that correct?

A. Yes.

Q. Where did you distribute them?

*Testimony of Gene Ford*

A. At the front and back gates of Rancho.

Q. On your own time?

A. Yes, sir.

Q. And others assisted you, is that correct?

A. Yes, sir.

.....

### *Intermediate Report and Recommended Order*

In the LeTourneau case the Board said the following (p. 1260):

... employees cannot realize the benefits of the right to self organization guaranteed them by the Act, unless there are adequate avenues of communication open to them whereby they may be informed or advised as to the precise nature of their rights under the Act and of the advantages of self organization, and may have opportunity for the interchange of ideas necessary to the exercise of their right to self organization . . . . Speech is not the only mode of communication by which self organization is effected, nor is it sufficient that this channel alone be free. Effective organization requires the use of printed literature and of application and membership cards, and these modes of communication are also protected by the Act.

The right to distribute under such a principle is not absolute, however. As, I think, the cases disclose, the accommodation must be adjusted to the circumstances. In sum, where it is impossible or unreasonably difficult for a union to distribute organizational literature to employees entirely off the employer's premises, distribution on a nonworking area, particularly one devoted exclusively to the parking of automobiles, may be warranted, unless permitting the distribution will result in undue interference with business operations or prohibition is otherwise reasonable necessitated. The burden is upon the employer to show the existence of circumstances warranting the prohibition. *Caldwell Furniture Co.*, 97 NLRB 1501.<sup>5</sup> "And

<sup>5</sup>In the *Caldwell* decision, the Board said:

The Supreme Court in *N. L. R. B. v. LeTourneau of Georgia*, 324 U. S. 793 (1945) held that the Board had properly placed the burden of proof on the employer to show the existence of special circumstances relied upon to justify the existence of such a rule. No such showing was made in this case by the Respondent.



## TRANSCRIPT OF TESTIMONY

October 13, 1953

WILLIAM STANLEY, a witness called by and on behalf of Respondent, being first duly sworn, was examined and testified as follows:

## Direct Examination

Q. I see. By the way, I think you said that you—did you say that you distributed some of this literature that had been printed by the Company and prepared by the employees?

A. That's right.

Q. What shift did you work on?

A. I worked on the first shift.

Q. How many times did you distribute literature?

A. Twice.

Q. When did you distribute literature?

A. When did I?

Q. Yes.

A. I distributed the literature that I had before I went to work

in the morning.

Q. In other words, that would be before seven o'clock in the morning?

A. That's right.

Q. Ocie Harder at that time worked on the second shift, didn't she?

A. Yes.

*Testimony of William Stanley*

Q. And Ocie Harter also distributed literature in the morning before the first shift, didn't she?

A. That's right.

Q. So that means that she completed her work, her regular work about 11:30 at night, twelve o'clock at night, and would be outside the plant before seven o'clock in the morning to distribute literature, is that right?

A. That's right.

Q. The same is true with some other second shift employees who distributed before the first shift starting, isn't that right?

A. Yes.

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W. R. OPP, recalled as a witness by and on behalf of General Counsel, being first duly sworn, was examined and testified as follows:

237.

*Recross-examination*

Q. Mr. Ott, in connection with your company you have three Columbus plants, is that correct?

A. That's right.

Q. And just for the purpose of the record the main Columbus plant

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and the offices are at 601 West Fifth Avenue, Columbus 1, Ohio?

A. That is correct.

Q. You also have a Russell Street Plant which primarily does fabrication work?

A. That is right.

Q. And you have the Essex Avenue Plant which pri-

*Testimony of W. R. Opp*

marily is your tubular plant, is that correct?

A. That's right.

Mr. Schwartz: I realize I am leading him, but this is all—

Q. (By Mr. Schwartz) At those three plants the production and maintenance employees are represented and have been for some years by Lodge 1654 of the International Association of Machinists, is that correct?

A. That's right.

Q. And the tool room employees and model shop employees by Lodge 55, of the International Association of Machinists, is that correct?

A. That is correct.

\* \* \* \* \*

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Mr. Schwartz: Mr. Examiner, we ask for a stipulation by counsel for the General Counsel, I guess that is the phrase, that on or about March 27, 1951, there was filed in the Eighth Regional Office of the National Labor Relations Board at Cleveland, Ohio, a charge against the Delaware plant of Ranco, by the International Association of Machinists, this charge being docketed as 8-CA-512, the charge in substance being that the same allegations which are contained in Paragraphs 5 and 6 of this Complaint, the charge being as follows: "On November 21, 1950, the Union representatives

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were stopped distributing organizing literature and removed from the property of Ranco, Inc., located on Highway 42, Delaware, Ohio, by the city police at the request of the Company, and is still refusing to permit the distribution of organizing literature, thereby denying and interfering with employees' rights guaranteed in Section 7 of the National Labor Relations Act;" that this charge was

*Testimony of W. R. Opp*

investigated by Field Examiner Walter Reisbach who had at least one conference with—strike that last about the charge was investigated. That the charge was on August 6, 1951, with the approval of the Regional Director, withdrawn without prejudice.

. . . . .

Mr. Ness: I will stipulate to the statements made by Mr. Schwartz, although I see no relevancy in so far as concerning the present matter:

Trial Examiner Schneider: Very well.

Mr. Schwartz: I also ask for a stipulation that on March 20, 1952, there was filed with the Regional Office, Eighth Region, National Labor Relations Board, a charge which was docketed Number 8-CA-682, this charge being filed by the International Association of Machinists, against the Delaware Plant of Ranco, and the charge reading as follows: "On or about February 28, 1952, the Company, by its officers, agents and employees, interfered with, restrained

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and coerced its employees in the exercise of their rights guaranteed in Section 7 of the National Labor Relations Act, by refusing to permit the distribution of organizing literature at the entrance to a parking lot of the Company, with contacting the employees on the public highway or off the employer's property which it limited to a few employees who walk to and from work or stop their automobiles to receive the Union literature," and that this charge was on May 29, 1952, with the approval of the Regional Director, withdrawn without prejudice.

Mr. Ness: My same comment will apply. I will agree that the facts are correct but I see no relevancy.

Trial Examiner Schneider: Very well.

. . . . .



**INTERMEDIATE REPORT AND RECOMMENDED  
ORDER**

Case No. 8-CA-847

**Statement of the Case**

This proceeding, brought under Section 10 (b) of the National Labor Relations Act (61 Stat. 136) upon charges filed by the above-named Union, complaint issued by the General Counsel of the National Labor Relations Board, and answer duly filed, was heard, pursuant to due notice, in Delaware, Ohio, on October 12 and 13, 1953.

The allegations of the complaint are that the Respondent, Ranco, Inc., engaged in unfair labor practices at its Delaware, Ohio, plant in violation of Section 8 (a) (1) of the Act by (1) preventing nonemployee union representatives from distributing union literature on the Respondent's parking lot; and (2) sponsoring, assisting, and contributing financial and other support to antiunion groups among its employees. The answer, admitting some factual allegations of the complaint and supplying others, denied the commission of unfair labor practices.

All parties were represented by counsel, participated in the hearing, and were afforded full opportunity to present and to meet evidence, to engage in oral argument, and to file briefs. A brief filed by the Respondent on November 16, 1953, and a supplement thereto filed on November 25, 1953, have been duly considered.

From my observation of the witnesses, and upon the basis of the entire record in the case, I make the following:

# *Intermediate Report and Recommended Order*

## **Findings and Conclusions**

### **I. Commerce and labor organization**

It is admitted, and found, that the Union is a labor organization within the meaning of Section 2 (5) of the Act, and that the Respondent is

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engaged in commerce within the meaning of Section 2 (6) of the Act.<sup>1</sup>

### **II. The unfair labor practices**

#### **A. The issues**

Briefly stated there are two issues: (1) Whether the Respondent may prevent nonemployee union organizers from distributing union literature on the Respondent's parking lot at the Delaware plant; and (2) whether the Respondent may legally assist a group of employees opposed to the Union, by printing their literature for distribution to the employees.

#### **B. The literature distribution issue**

##### **1. The premises**

The Respondent's Delaware plant is located in the town of Delaware, Ohio (population 12,200) at the city limits, 1.7 miles from the center of the city. Normally the plant employs about 700 people; at the time of hearing it em-

<sup>1</sup>The Respondent is an Ohio corporation with principal offices located at Columbus, Ohio, and operating five plants in Ohio: three in Columbus, one in Plainfield, and one in Delaware. At the Delaware plant, the only one involved in the present proceeding, the Respondent manufactures thermostatic controls for refrigerators, automobile heaters, and other equipment. In the course of its operations at Delaware the Respondent purchases annually raw materials valued in excess of \$1,000,000 more than 50 percent of which is shipped to the Delaware plant from points outside the State of Ohio. Respondent annually produces finished products at the Delaware plant valued in excess of \$1,000,000, of which in excess of 75 percent is shipped to points outside the State of Ohio.

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ployed about 598; in January 1953 the number was approximately 900. —

The Respondent's property occupies a 28 to 30 acre plot of ground on the south side of United States Highway No. 42, a 20-foot 2-lane heavily traveled interurban roadway running roughly east and west. The entire property is surrounded by an 8-foot high wire fence, broken by two gates about 30 feet apart. The westerly gate is 25 feet in width, the easterly one 36 feet. Both open on the highway and serve as entrances to and exits from the Respondent's premises. The gates are set back 30 feet from the highway. The plot of ground between the gates and the highway is public property. There are no sidewalks. The surrounding neighborhood is rural in character.

Directly inside the entrances is a vehicular parking lot with a capacity of some 600 cars for the use of employees and visitors to the plant. Access to the plant and offices is from the parking lot. However, in order to enter the plant or offices, one must pass through either 1 of 2 smaller gates in another fence separating plant and office buildings from the parking lot. These gates are flanked by guard houses, at which guards are stationed to check persons desiring to enter the plant and office area. Employees wear identification badges. It is thus seen that access to the parking lot does not insure access to the working areas.

Other than taxicabs, there is no public transportation in the city of Delaware. A high percentage of the Respondent's employees come to work in private automobiles; not over 1 percent arrive on foot. A survey made by the Respondent on September 24, 1953, discloses that 220, or 36.8 percent of the employees live in the city of Delaware. It further

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discloses that of the 598 total then employed:

335 (56 plus %)	Live within 5	miles of the plant
25 (4 plus %)	" " 5 to 10	" " " "
123 (20 plus %)	" " 10 to 15	" " " "
97 (16 plus %)	" " 15 to 20	" " " "
16 (2 plus %)	" " 20 to 25	" " " "
1	Lives over 25 miles	

The plant operates on a three-shift basis: 7:30 a. m. to 3:30 p. m.; 3:30 p. m. to midnight; and the third shift on an irregular starting basis, sometimes beginning during, sometimes at the end of the second shift. On September 24, 1953, 401 employees worked on the first shift, 181 on the second, and 13 on the third. A survey made by the Respondent on that day revealed 204 cars on the parking lot during the first shift, 90 during the second, and 9 on the third.

The west gate opening on Highway 42 is both an entrance and an exit, the east gate is used only as an exit. Opposite these gates, and on the farther (north) side of the highway, is an entrance to Curtis Street, which runs into the town of Delaware in a northerly direction.

Coming into the plant, cars approach from both directions on Highway 42, as well as from Curtis Street. Leaving the plant, they follow a similar pattern. Thus cars exiting by either gate may turn either east or west on Highway 42, or cross the road to enter Curtis Street. It requires about 15 minutes to clear the parking lot at the end of the first shift; 5 to 10 minutes at the end of the second. Thus, roughly 14 or more cars per minute pass the gates—at the east gate in a double lane—and headed in any one of 3 directions. Highway 42 being a well-traveled 2-lane roadway, the resultant traffic problem is apparent.



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There is no traffic light at that point, and apparently no regular or systematic police direction. However, there are State highway department stop signs inside the gates, warning employees to stop before entering the highway, and the road itself is patrolled by State highway policemen. Some employees, hurrying to get home, have a tendency to ignore the stop signs, despite cautionary warnings given by the Respondent. However, 90 percent comply. There is also a sign inside the west gate warning incoming drivers to reduce speed to 10 miles an hour.

## 2. The rule

Since November 1950, the Respondent has had in effect a posted and publicized rule to the following effect:

1. Delaware Plant employees are permitted to distribute literature on Company property, but not on Company time.
2. Any such distribution must be done in such a manner that the plant buildings will not become littered.

Pursuant to the rule, the Respondent has uniformly permitted employees to distribute literature at the guard house gates between the plant and the parking lot. Both union and antiunion literature has been passed out there by employees without hindrance from the Respondent.

Within the plant, the Respondent has permitted employees to wear union badges while at work, as well as T-shirts bearing the union emblem.

The Respondent, citing the distribution rule as justification, denied permission in May 1953 to nonemployee representatives of the Ladies Auxiliary of the American Legion and the Veterans of Foreign Wars to sell

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Buddy poppies at the plant gates.

On March 27, 1951, the IAM (International Association of Machinists) filed a charge of unfair labor practices with the Board alleging that in November 1950, at the request of the Respondent, IAM representatives (presumably non-employees) were prevented by city police from distributing literature on company property at the Delaware plant. This charge was withdrawn on August 6, 1951, with the approval of the Regional Director. On March 30, 1952, another charge—withdrawn on May 29, 1952, with the approval of the Regional Director—was filed by the IAM, alleging that on February 28, 1952, the Respondent refused permission to IAM representatives (presumably nonemployees) to distribute union literature at the plant entrances. The instant charge was filed by the UAW-CIO on May 8, 1953.

3. Exclusion of nonemployee union  
representatives

On January 11, 1953, the charging Union here—the UAW-CIO—began an organizational campaign among the Delaware plant employees, and commenced the distribution of union literature at a point directly outside the east and west gates, on the 30-foot strip of public property. On January 28, 1953, the Union, by letter, requested permission of the Respondent to distribute union literature on company property, citing as reason therefor, the “dangerous traffic hazard” at the entrance gates.

Under date of January 30, 1953, the Respondent, by letter, denied the request. The Respondent's letter stated:

This acknowledges receipt of your letter of January 28, 1953, requesting permission to distribute union literature on Company property.

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For your information, the long-standing policy of this company, which has also been in effect during previous organizing campaigns, is to restrict distribution of literature of any sort on Company premises to Company representatives and employees of the plant. Your request is therefore denied.

Since that time nonemployee union representatives have distributed union literature to cars leaving the plant on some 25 different occasions outside the east and west gates; the representatives generally taking their stand between the exiting lanes of traffic on the plot between the gates and the highway. On occasion, however, they have been observed by Respondent's vice president, W. R. Opp, on company property 30 feet within the gates—but the Respondent has tried to prevent this encroachment when it observed it.

Success at distribution outside the gates has been variable. Thus, at times, Vice-President Opp has observed 100 percent distribution of literature by the organizers to the occupants of exiting cars desiring to receive it.<sup>2</sup> On the other hand, Union International Representative Peters has had the following difficulties in distribution at the gates: Cars sometimes do not stop; when they do there is no opportunity for discussion with employees, because of the press of cars behind seeking to leave; standing between the lanes, the distributor is both a traffic hazard and assumes the risk of injury, particularly at night; though occupants of a car may desire literature, the driver may not wish to stop; drivers behind, desirous of leaving, exhort the distributor to get out of

<sup>2</sup>Literature is given by the organizers only to those who indicate that they wish it.

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the way. In the west gate, where there is both an incoming and outgoing lane, distribution to incoming cars creates an additional traffic problem by reason of the fact that it halts cars entering behind—possibly stopping them on the highway itself. The weather also, according to Peters' testimony, affects the success of the distribution: In inclement weather cars are generally closed, and acceptances fall substantially.

#### 4. Conclusions as to refusal to permit literature distribution by nonemployees

The right of employees or union representatives to carry on union activity on an employer's premises has come before the Board and the courts in a variety of situations.<sup>3</sup>

With respect to the right to distribute union literature on company automobile parking lots connected with a plant, or at entrance gates, the question has been before the Board and the courts in a number of cases, the following of which are the principal ones:

N. L. R. B. v. LeTourneau Co., 324 U. S. 793, 54 NLRB 1253.

United Aircraft Co., 67 NLRB 594, 600, 606

Newport News Dress Co., 91 NLRB 1531

<sup>3</sup>The following are illustrative, though not exhaustive, cases and situations: Republic Aviation v. N. L. R. B., 324 U. S. 793 (employee solicitation of union membership inside plant); Monolith Co., 94 NLRB 1358 (distribution of union literature inside plant); N. L. R. B. v. LeTourneau Co., 324 U. S. 793 (employee distribution of union literature in company parking lot); N. L. R. B. v. Cities Service, 122 F. 2d 149 (C. A. 2) (right of sailors to be visited aboard ship by nonemployee union representatives, in the investigation of grievances); N. L. R. B. v. Lake Superior Lumber Co., 167 F. 2d 147 (C. A. 6) (right of nonemployee union representatives to visit employees in lumber camp for union organizational purposes); N. L. R. B. v. Stowe Spinning Co., 336 U. S. 226 (right of nonemployee union organizer to use meeting hall in company-owned town for organizational purposes); Marshall Field Co., 98 NLRB 88, 200 F. 2d 375 (C. A. 7); Associated Dry Goods Corp., 103 NLRB No. 28 (right of nonemployee union organizers to gain access to non-public areas of department store for organizational purposes).



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the result reached ~~to~~ the same though the distribution is sought to be made by outside organizers rather than by plant employees." Remington Rand Co., 103 NLRB No. 25.

Of the cases cited above involving the distribution of union literature on plant parking lots, in all but 2 (Newport News Dress Co. and Mooresville Mills) the circumstances were such that the right of distribution was upheld. In the Newport News case the employer's property measured 50 by 120 feet and its approximately 60 employees left the premises by a single gate opening on a public street. Busses loaded across the street from the plant. The Board found that union literature could be "easily distributed to employees as they leave the gate."

In the Mooresville Mills case the facts were similar: busses loaded at the street and literature, the Board found, could "easily be distributed to employees as they enter and leave the gate."

The Respondent here cites no special circumstance or operational reason for the exclusion of nonemployee distributors of union literature from the parking lot.

In my judgment, the precedents and the circumstances require the conclusion that the Respondent's refusal to permit nonemployee union

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representatives to distribute union literature on the parking lot constituted an unreasonable impediment to self-organization.

As has been seen, almost half the employees live 5 or more miles from the plant, and there is no public transportation other than taxicabs. All but a fraction of the employees arrive by private car, and thus most are driven directly onto the parking lot. Traffic conditions at the parking lot gates at the time of shift changes as described in the testimony indicate that the distribution of literature

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there is highly impracticable. At best it is hazardous; in twilight and inclement weather it could be dangerous. The busy entrance to a busy main highway seems neither a safe nor a practicable location for the distribution of literature to the occupants of passing automobiles. This is so even though the vehicles may, as required, stop before entering the highway. The driver intent on observing traffic conditions is not likely to be in the position or mood to give his full attention to the distributor, who thus becomes a traffic hazard himself.

That union representatives did distribute outside the entrance gates on some 25 occasions between January and October seems no more suggestive of the adequacy of that technique than it is of the hardness of the distributors and the ineffectiveness of other available modes of communication.

The Respondent points, however, to one distinction between the situation here, and that found generally in the prior Board decisions cited above. In most of those cases dealing with parking lots, literature distribution was completely prohibited; whereas in the instant case employees are allowed to distribute on the premise so long as they do it on their own time without littering.

If this were a matter of first impression, this distinction might be substantial and impelling. The decisions, however, seem contrary. In the Caldwell Furniture and Carolina Mills cases (and in others as well) there were nonemployee distributors. Enforcement decrees upholding the right of distribution were entered by the Fourth Court of Appeals in the Caldwell and Carolina cases, on the basis of the LeTourneau decision—which involved employee distributors and a general no-distribution rule. And in Carolina Mills there was no evidence of any rule forbidding employee distribution. In the Remington Rand case, 103

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NLRB No. 25, Caldwell Furniture is cited as authority for the principle that "the result reached is the same though the distribution is sought to be made by outside organizers rather than by plant employees."<sup>6</sup>

The chronology of the cases seems to support the conclusion of the Remington Rand decision. Thus, Newport News and Mooresville Mills—involving nonemployee distributors—were dismissed, but on the premise that literature was easily distributable at the gate or across the street. Carolina Mills and Caldwell Furniture were decided after Newport News but before Mooresville Mills. If employee status were the controlling—or even a relevant—factor, it would seem that some of those decisions would have adverted to it. None do. Similarly, if complete prohibition of distribution were the condition for finding exclusion of nonemployees improper, the Fourth Court of Appeals should have denied enforcement in Carolina Mills—where there was no evidence of any distribution rule affecting employees. That the issue is not specifically raised in any

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of the cases seems, under the circumstances, more indicative of its irrelevance, than of failure to consider it.

Thus, in my judgment, the precedents require the conclusion that the Respondent's refusal to permit nonemployee union organizers to distribute union literature on the Respondent's parking lot constituted, under the circumstances, an unreasonable impediment to self-organization, and an interference, restraint and coercion of employee rights guaranteed in Section 7 of the Act.

<sup>6</sup>And see also *Bonwit Teller, Inc.*, 96 NLRB 608, 632:

That it is the right of union organizers to address the employees that (is) directly involved, and not the right of individual employees to do it, does not seem to be a significant distinction. *N. L. R. B. v. Stowe Spinning Co.*, 336 U. S. 226.

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This is not to say that the Respondent may not impose reasonable and proper regulations governing such distribution. Remington Rand, Inc., 103 NLRB No. 25; Maryland Drydock Co., 183 F. 2d 538 (C. A. 4).

C. The assistance issue

In the early part of 1952, the International Association of Machinists (IAM) sought to organize the employees of the Respondent's Delaware plant. During that campaign some of Respondent's employees were active for and others against the IAM. Some circulated and signed anti-union petitions. Among those employees who took an active part in opposing the IAM in 1952 were Ocie Harter, Bob Goff and Gene Ford. Finding it impractical to print their own literature in opposition to the union, Ford and Goff requested the Respondent to print the literature for them. The Respondent granted the request, at the same time posting a notice in the plant informing the employees generally of this action. A representation election was held in which the IAM was defeated.

As has been seen, the UAW-CIO began its organizational campaign in January 1953. On or about February 25, 1953, the UAW-CIO distributed to the employees at the Delaware plant a circular entitled "Your Right To Join A Union—You are Protected By Law." This circular stated, in part:

Don't be kidded by management or their hirelings, this time, with a lot of phoney promises, that they will not be required to keep. You know what happened last year.

Don't be fooled by signing anti-union petitions. Ask yourself what the pay-off was or is for the person who sponsors such petitions.



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Ford, Goff, Harter and others who had opposed the IAM in the 1952 campaign interpreted this and subsequent UAW circulars of similar vein as reflecting upon themselves, untruthfully intimating that they had been "paid off" by the Respondent for their efforts, were "stooges" for management, and "company-trained" to prevent employee organization. Resentful and indignant, Ford and Goff approached Howard Reynolds, employee counsellor, and asked whether the Respondent would defray the expense of printing literature prepared by them in answer to that of the UAW-CIO. Reynolds called Vice-President Opp of the Respondent and explained the situation to him. Opp informed Reynolds that the Respondent would bear the cost of printing the literature. Under date of March 10, 1953, the Respondent posted the following notice to the employees:

Again this year, as a result of the Union campaign now going on some of our employees who are opposed to any Union have requested that we stand the cost of printing some literature which they want to distribute to our employees.

They told us that they wanted no Union to interfere between them and the Company, but that they did not have the money to spend on printing.

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At their request, we used the material supplied by them and had the printing done at our cost.

W. R. Opp

V. P. Mfg.

For convenience, this group which opposed the UAW-CIO in 1953, may be referred to as the Ford group. The group had no formal organization, though Ford, Goff,

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Harter, William Stanley, and Myrtle Morrison—all rank-and-file employees—seem to have been the most prominent in its activities. A number of meetings were held, several at the Chamber of Commerce, others at homes, restaurants, bars, and street corners. Attendance varied from 20 downwards—usually 8 to 10. No minutes were kept; the group had no treasury and no officers.

Between early March and the latter part of August 1953, the Ford group prepared literature—in the form of circulars, poems, cartoons, and two letters—dealing with the issues in the union campaign. The Respondent printed approximately 18 of these pieces which (except for the letters, which the Respondent mailed directly to employees) the Ford group then distributed. One of the letters was from employees Harter, Morrison, Ford and Stanley to Vice-President Opp; the other was an open letter to the UAW-CIO, and was signed by a number of employees. Both were printed by the Respondent and mailed by it to employees; the first at the request of the Ford group; the second by the Respondent on its own initiative.<sup>7</sup>

Beyond correcting typographical errors, the Respondent did not edit the material submitted to it. In the case of the poems the group submitted more than Opp desired to print. He returned them to the group, which then selected about nine, which the Respondent printed. With those exceptions, the Respondent printed all the material submitted.

Except for the letters which were mailed, the Respondent, after receiving the finished literature from the printer, turned it over to the Ford group. It was then distributed

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<sup>7</sup>Vice-President Opp's testimony is to this effect. I therefore consider the mailing of the second letter to be the Respondent's independent act on its own account, and not an act of assistance to the Ford group—though it may have had that incidental effect.

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at or near the guard houses on the parking lot by employees on behalf of the group on their own time.

About 1000 copies were printed of each item, except in the case of the cartoons. Six hundred were printed of each of those. The total cost to the Respondent of printing the literature was about \$186.

o In addition to the Ford group's literature, the Respondent also issued other literature during the campaign on its own account in which it set forth its views of the issues and the facts raised by the campaign. This literature the Respondent itself distributed to the employees, apparently mainly through the mails.

*Conclusions as to the Assistance Issue*

The General Counsel contends that the action of the Respondent in printing the literature for the Ford group, violated Section 8 (a) (1). The General Counsel does not contend that the group constituted a labor organization, and relies on the Board's decisions in *Cleveland Trust Co.*, 102 NLRB 1497 and *Timken Detroit Axle Co.*, 98 NLRB 790. The Respondent contends that those cases are inapposite, and that it had the right to print the literature for the Ford group because of false and defamatory.

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charges in the UAW-CIO literature.

It is not contended by the General Counsel that any of the literature printed by the Respondent, either that of the Ford group or of the Respondent itself, contained any threat of reprisal or promise of benefit. Nor is there any contention that the Respondent committed a violation by conducting its own campaign against the Union or by issuing literature on its own behalf. The sole issue is whether the Respondent was entitled to assist and subsidize the Ford group's campaign.

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The Cleveland Trust case involved similar subsidization of employee groups. The Board, in finding that such action was unlawful, summed up its conclusions in that case as follows:

It is clear that the Respondent directly assisted and participated in the campaign of the employee committees to defeat the Union in the impending election. The Respondent gave Moffitt [employee organizer of the committee] the names of anti-union employees who would serve on the committee, suggested changes in the final draft of his letter to the employees, and, by paying for the distribution of the 3 letters, in effect made a financial contribution to both committees. That the Respondent had the right to voice its own non-coercive views, perhaps similar to those contained in the committee letters, did not privilege it to make common cause with and assist the antiunion committees in the manner described above. Concerted activity either for or against a union is a protected right of employees. We regard the subsidization of such activity—even at the request of the employee participants—to be an unwarranted intrusion upon the right of employees freely to choose their own collective bargaining representative.

The Cleveland Trust case is now pending in the Sixth Court of Appeals upon the Board's petition for enforcement of its order.

In my opinion, that decision and the related case of Timken-Detroit Axle Co., (cited in the Cleveland Trust decision as authority) are applicable and controlling here. The Respondent seeks to distinguish those cases. However, I do not perceive any differences of sufficient substance as, in my judgment, to warrant distinction. That the UAW-



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CIO literature may have been false or defamatory might— if asserted in that connection (and it is not)—bear on the Union's right to distribute such literature on the Respondent's premises: *Maryland Dry Dock Co.*, 183 F. 2d 538 (C. A. 4). But the question at issue here is the right of the Respondent to assist and make contributions to contending groups of employees in a matter of union organization. In such a context the assertions in the Union's literature would seem to have no apparent bearing. Other asserted distinctions seem insubstantial.<sup>8</sup>

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It is consequently found, upon the authority of the *Cleveland Trust* and *Timken-Detroit* decisions, that the Respondent interfered with, restrained and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act, by assisting an employee group to oppose the selection of a bargaining representative by the Respondent's employees, and by contributing support to such group.

<sup>8</sup>The Respondent also points out that of the members of the Board at the time of the *Timken-Detroit* and *Cleveland Trust* cases, only two—members *Murdock* and *Peterson*—are presently on the Board: and of these member *Murdock* has expressed his disapproval of the judgments in those cases. The Respondent's brief suggests that the question is now therefore an open one and the cases without binding force.

The Trial Examiner is not free, however, to disregard precedents and principles established by the Board, and not disapproved by the courts or modified by Congress, merely because the composition of the Board has changed. An orderly system of administrative adjudication imposes upon its sub-judiciary the obligation to follow existing precedent and policy until revised by appropriate authority. The Board may, within its sound discretion and subject to review, re-examine those policies and interpretations of its predecessors which it considers no longer apposite, or perhaps erroneous. The Trial Examiner, whatever his personal inclination, has no such authority. Once the Board has made its re-examination, the Trial Examiner is obligated to give the resulting principles conscientious effect as the applicable law until authoritatively abandoned or modified. But, as he must be careful to follow, so is the Examiner bound not to initiate, revision of statutory policy or interpretation. Such restraints are essential to responsible administration of the statute.

I therefore refer the Respondent's comment to the Board for its consideration.

*Intermediate Report and Recommended Order*

## III. The remedy

Having found that the Respondent has engaged in certain unfair labor practices, it will be recommended that the Respondent cease and desist therefrom and take the following described remedial action designed to effectuate the policies of the Act:

(1) Rescind its plant rule respecting distribution of union literature on its premises, insofar as the rule prohibits the distribution of union literature by union representatives on its parking lot at the Delaware plant; except that the Respondent may impose reasonable regulations or controls not of such character as to deny full access to employees for the purpose of effecting such distribution. Remington Rand, Inc., 103 NLRB No. 25.

(2) Cease assisting, supporting, or contributing to any employee groups organized to oppose the selection of a collective bargaining representative. The Cleveland Trust Company, 102 NLRB 1497.

(3) Post an appropriate notice informing the employees of its action.

In view of the nature of the violations, I do not deem a general cease and desist order appropriate or warranted.

Upon the basis of the foregoing findings of fact, and upon the entire record in the case, I make the following:

## Conclusions of Law

1. International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-CIO, is a labor organization within the meaning of Section 2 (5) of the Act.

2. By interfering with, restraining and coercing its employees in the exercise of rights guaranteed in Section 7 of the Act, the Respondent has engaged in and is engaging

*Intermediate Report and Recommended Order*

in unfair labor practices within the meaning of Section 8 (a) (1) of the Act.

3. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

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## RECOMMENDATIONS

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in the case, it is recommended that the Respondent, Ranco, Inc., Delaware, Ohio, its officers, agents, successors and assigns, shall:

1. Cease and desist from:

(a) Prohibiting the distribution of union literature by union representatives on its parking lot except pursuant to reasonable regulations or controls not of such character as to deny full access to employees for the purpose of effecting such distribution.

(b) Assisting, supporting, or contributing to any employee groups organized to oppose the selection of a collective bargaining representative.

2. Take the following affirmative action which it is found will effectuate the policies of the Act:

(a) Rescind its plant rule respecting distribution of literature on its premises, insofar as the rule prohibits the distribution of union literature by union representatives on the Respondent's parking lot at the Delaware plant; except pursuant to reasonable regulations or controls not of such character as to deny full access to employees for the purpose of effecting such distribution.

(b) Post at its Delaware, Ohio, plant copies of the notice attached hereto, marked Appendix A. Copies of said notice, to be furnished by the Regional Director for the Eighth Region, shall, after being duly signed by the Re-

*Intermediate Report and Recommended Order*

spondent's representative, be posted by the Respondent immediately upon receipt thereof and maintained by it for a period of sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material;

(c) Notify the Regional Director for the Eighth Region, in writing, within twenty (20) days of the receipt of this Intermediate Report and Recommended Order what steps the Respondent has taken to comply herewith.

It is further recommended that unless on or before twenty (20) days from the receipt of this Intermediate Report and Recommended Order the Respondent notifies the aforesaid Regional Director in writing that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the Respondent to take the action aforesaid.

Dated at Washington, D. C., this 8th day of March 1954.

(s) Charles W. Schneider,  
Trial Examiner.



## APPENDIX A

NOTICE TO ALL EMPLOYEES AT THE  
DELAWARE PLANT

## PURSUANT TO

## THE RECOMMENDATIONS OF A TRIAL EXAMINER

of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We Will Not prohibit the distribution of union literature by union representatives, on our parking lot, except pursuant to reasonable regulations or controls not of such character as to deny full access to employees for the purpose of distribution.

We Will Not assist, support, or contribute to any employee groups organized to oppose the selection of a collective bargaining representative.

Ranco, Inc.

(Employer)

Dated..... By.....  
(Representative) (Title)

This notice must remain posted for sixty (60) days from the date hereof, and must not be altered, defaced, or covered by any other material.

**EXCEPTIONS OF RANCO INC.**

Case No. 8-CA-847

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Now comes Ranco Inc., the respondent herein, and files these Exceptions to the Intermediate Report, affecting its Delaware, Ohio, plant.

Exception No. 1. Respondent excepts to the failure of the Trial Examiner to make the following finding of fact:

"The three plants operated by respondent in Columbus, Ohio, are under contract with two locals of the International Association of Machinists."

on the ground that said finding is pertinent and is required by the record.

See Transcript 237, line 22, through Transcript 238, line 18.

Exception No. 2. Respondent excepts to the failure of the Trial Examiner to make the following findings of fact:

"The facts in this case must be viewed against Respondent's 'clean' background. Of six (6) various charges filed against the Respondent, prior to the date of the charge filed in the instant case, all but one were withdrawn after investigation. The one that was tried (Case 9-C-1938) resulted in dismissal by the Board."

on the ground that said findings are material and required by the record.

See Company's Exhibit 10. As to the Board's Decision in Case No. 9-C-1938, see 57 NLRB 425. Also see Intermediate Report (hereinafter referred to as "I.R."), page 4, lines 3-13.

Exception No. 3. Respondent excepts to the failure of the Trial Examiner to make the following findings of fact, in addition to

*Exceptions of Ranco Inc.*

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those made at I.R. 3, lines 53-56:

"Pursuant to its policy of permitting all employees uniform privileges to distribute literature at the guard house gates, employees passed out union literature at those spots on about 6 or 7 different occasions; and employees distributed literature in opposition to the union on about 9 different occasions."

on the ground that said findings are material and required by the record.

In support of the above exception, see Company Exhibit 2, and testimony of G. C. Witness Peters at Tr. 77, lines 8-24. Also testimony of Witness Harter at Tr. 140, lines 1-5.

Exception No. 4. Respondent excepts to the failure of the Trial Examiner to make the following finding of fact:

"There was no contention or proof that employees refrained from distribution of literature within the plant proper or at the guard house gates because of fear."

on the ground that said finding is material and is required by the record:

See the following colloquy:

"Trial Examiner Schneider: Mr. Ness isn't taking the position that the employees were fearful of distributing Union literature.

Mr. Ness: I am not saying they are. . . ." (Tr. 47, lines 23-25.)

Exception No. 5. Respondent excepts to the under-scored portion of the following finding of fact:

*Exceptions of Ranco Inc.*

"Cars sometimes do not stop; when they do there is no opportunity for discussion with employees, because of the press of cars behind seeking to leave;" (I.R. lines 54-56.)

on the ground that the underlined portion is not pertinent.

Neither the Complaint nor the recommended order go to the right of union representatives to be permitted a forum for "discussion" on the employer's premises.

Exception No. 6. Respondent excepts to the following conclusion:

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"The test laid down in the LeTourneau case, and since adhered to, is whether the prohibition of distribution of union literature on the employer's premises places "an unreasonable impediment on the freedom of communication essential to the exercise of employees' rights to self-organization". If the prohibition results in such an impediment, it may not be enforced unless "special circumstances make the rule necessary in order to maintain production or discipline." (I.R. 5, lines 32-38.)

on the ground that said conclusion is erroneous under the facts in this case. See the discussion of the LeTourneau case in the Brief filed in support of these exceptions.

Exception No. 7. Respondent excepts to the failure of the Trial Examiner to make the following conclusion:

"There was no showing here that the respondent's practice herein made it 'impossible or unreasonably difficult' for the union to distribute organizational literature to respondent's employees. While it may not have been as convenient for the union to distribute



*Exceptions of Ranco Inc.*

literature to the employees at the fence, or by employees at the guard gates or within the plant proper, convenience is not the applicable test."

on the ground that said conclusion is required by the record and by the law.

See Exceptions Nos. 2, 3, 4, and I.R. 3, line 44 through I.R. 4, line 1. Also see the discussion of this point in the Brief in support of these exceptions.

Exception No. 8. Respondent excepts to the underscored portion of the following conclusion:

"That union representatives did distribute outside the entrance gates on some 25 occasions between January and October seems no more suggestive of the adequacy of that technique than it is of the hardness of the distributors and the ineffectiveness of other available modes of communication. (I.R. 7, lines 19-23.)

on the ground that said conclusion is not supported by, and is contrary to, the record.

See Exception No. 7 and the references in support thereof.

Exception No. 9. Respondent excepts to the following conclusion:

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"If employee status were the controlling—or even a relevant—factor, it would seem that some of those decisions would have adverted to it. None do. Similarly, if complete prohibition of distribution were the condition for finding exclusion of non-employees improper, the Fourth Court of Appeals should have denied enforcement in Carolina Mills—where there was no evidence of any distribution rule affecting employees. That the issue is not specifically raised in

*Exceptions of Ranco Inc.*

any of the cases seems, under the circumstances, more indicative of its irrelevance, than of failure to consider it." (I.R. 7, line 50 through I.R. 8, line 2.)

on the ground that said conclusion is erroneous and lacks support in the record.

Exception No. 10. Respondent excepts to the failure of the Trial Examiner to make the following conclusion:

"Under the particular circumstances of the instant case, it is my opinion that the cases do not support the position of the Union and of the General Counsel. All the decisions heretofore rendered have involved factual situations substantially different from those here presented."

on the ground that said conclusion is required by the record.

See the Brief filed in support of these exceptions.

Exception No. 11. Respondent excepts to the following conclusion:

"Thus, in my judgment, the precedents require the conclusion that the Respondent's refusal to permit non-employee union organizers to distribute union literature on the Respondent's parking lot constituted, under the circumstances, an unreasonable impediment to self-organization, and an interference, restraint and coercion of employee rights guaranteed in Section 7 of the Act." (I.R. 8, lines 4-9.)

on the ground that said conclusion is erroneous and is not supported by the record.

See the Brief filed in support of these exceptions.

Exception No. 12. Respondent excepts to the failure of the Trial Examiner to make the following finding of fact, in addition to that made by him at I.R. 8, lines 17-27:

*Exceptions of Ranco Inc.*

"During the 1952 election campaign, Bob Goff purchased a hectograph at his own expense so that he and Gene Ford could answer some of the Union literature then being issued."

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on the ground that said finding is required by the record. See testimony of Reynolds at Tr. 195, line 25 through Tr. 197, line 25.

Exception No. 13. Respondent excepts to the failure of the Trial Examiner to make the following finding of fact, in addition to that made by him at I.R. 8, lines 29-41:

"It is clear from the text of the Union's circular of February 25, 1953, that the UAW-CIO was libeling Goff and the others who had opposed the Machinists Union in 1952."

on the ground that said finding is required by the record.

See the references in the circular (G. C. Exh. 8; I.R. 8, lines 35-41) to "hirelings" and to a "pay-off" to employees who signed anti-union petitions in 1952.

Exception No. 14. Respondent excepts to the failure of the Trial Examiner to make the following findings of fact:

- (a) "There was no evidence that any of the employees who opposed the Union in 1952 were "hirelings" or were rewarded by a "pay-off";
- (b) "The "Wolf" cartoon circular (Co. Exh. 5) was also intended to imply that individual employees had been "paid off" by the Company. There was no such evidence, although the UAW-CIO solicited employees to file evidence of unfair labor practices with it;
- (c) "The Union's circular about "giving presents" to the boss or "dating the boss" to secure fair treat-

*Exceptions of Ranco Inc.*

ment was libelous of the Company, its foremen and the employees. There was no evidence to support those statements;

- (d) "The resentment of the employees at the Union's allegations can readily be understood."

on the ground that said findings are required by the record.

The record herein shows affirmatively that no employee had been "paid-off" for his activities in 1952; that no employees had been taken to Columbus to be "trained" to fight the CIO; and that no "dating" of bosses or giving of gifts had occurred in order to secure fair treatment.

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Ocie Harter —Tr. 136, lines 8-25

Tr. 138, lines 9-12

Gene Ford —Tr. 165, lines 1-10

Tr. 165, lines 11-19

Howard Reynolds—Tr. 198, lines 18-20.

Exception No. 15. Respondent excepts to the Trial Examiner's conclusions at I.R. 10, line 36 through I.R. 11, line 6, on the ground that said conclusions are erroneous and not supported by the record herein.

Exception No. 16. In view of the foregoing exceptions and on the basis of the record herein, respondent excepts to the first four paragraphs under the heading "III. The Remedy", on the ground that the record here supports only dismissal of the Complaint.

Exception No. 17. In view of the foregoing exceptions and on the basis of the record herein, respondent excepts to Conclusions of Law, number 2 and 3.

Exception No. 18. In view of the foregoing exceptions and on the basis of the record, the respondent excepts to



*Exceptions of Ranco Inc.*

each and every sub-paragraph of the "Recommendations" at I.R. 12, lines 8-42.

Exception No. 19. Respondent excepts to the failure of the Trial Examiner to recommend dismissal of the Complaint on the basis of the record herein.

Wherefore, Respondent moves for dismissal of the Complaint in its entirety.

Respectfully submitted,

Stanley, Smoyer & Schwartz,  
Attorneys for Respondent.

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**DECISION AND ORDER**

Case No. 8-CA-847

On March 8, 1954, Trial Examiner Charles W. Schneider issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondent and the General Counsel filed exceptions to the Intermediate Report and supporting briefs; the Respondent also filed a supplemental brief and requested oral argument. The request for oral argument is hereby denied as the record and the exceptions and briefs, in our opinion, adequately present the issues and the contentions of the parties.

The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial error was committed.

*Decision and Order*

The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner to the extent that they are consistent herewith.

1. A majority of the Board finds, in agreement with the Trial Examiner, that the Respondent, by refusing to permit nonemployee union organizers to distribute literature on its parking lot, violated Section 8 (a) (1) of the Act.<sup>1</sup>

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2. The Board unanimously agrees, contrary to the holding of the Trial Examiner, that the Respondent did not, under the circumstances of this case, unlawfully assist the activities of certain of its employees who were opposed to the Union. As found by the Trial Examiner, certain of the Respondent's employees, who did not constitute a labor organization within the meaning of the Act, requested the Respondent to reproduce literature, which they had prepared, urging the Respondent's employees to reject the Union. The Respondent agreed to, and did, reproduce such literature, at a cost to it of approximately \$186. Except for the letters which the Respondent mailed directly to its employees, all of such literature was returned to and distributed by the group which had prepared it. The Respondent, moreover, posted a notice advising its employees that it was reproducing such literature at its own expense; the employees were therefore fully informed as to the sources of such literature, and were thus in a position properly to evaluate its contents.

<sup>1</sup>Chairman Farmer and Member Peterson agree with the Trial Examiner's conclusion, but for the reasons set forth in their separate concurring opinion. Member Beeson would find, for the reasons set forth in his separate dissenting opinion, that the Respondent's conduct was lawful under the circumstances of this case.

*Decision and Order*

In view of these circumstances, and particularly in the absence of any deception, we are of the opinion that the part played by the Respondent in the dissemination of the noncoercive views of such employees was too insubstantial to warrant a finding that the Respondent thereby interfered with the rights of its employees, as guaranteed by Section 7 of the Act.<sup>2</sup> We shall therefore dismiss the complaint, insofar as it alleges that the Respondent, by virtue of such conduct, violated Section 8 (a) (1) of the Act.

**ORDER**

Upon the entire record in this case, and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Ranco, Inc., Delaware, Ohio, its officers, agents, successors, and assigns, shall:

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1. Cease and desist from prohibiting the distribution of union literature by union representatives on its parking lot except pursuant to reasonable regulations or controls not of such character as to deny them access to employees for the purpose of effecting such distribution.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Rescind its plant rule respecting distribution of literature on its premises, insofar as the rule prohibits the distribution of union literature by union representatives on the Respondent's parking lot at the Delaware plant; except pursuant to reasonable regulations or controls not of such

<sup>2</sup>This case is, in our opinion, distinguishable on its facts from *The Cleveland Trust Company*, 102 NLRB 1497, 1499-1501, and *The Timken-Detroit Axle Company*, 98 NLRB 790, relied on by the Trial Examiner. Accordingly, we do not reach the question whether the Respondent's conduct comes within the purview of Section 8 (c) of the Act. Cf. *N. L. R. B. v. The Cleveland Trust Company*, — F. 2d —, 34 LRRM 2224, 2228 (C. A. 6).

*Decision and Order*

character as to deny them access to the employees for the purpose of effecting such distribution;

(b) Post at its Delaware, Ohio, plant copies of the notice attached hereto, marked Appendix A.<sup>3</sup> Copies of said notice, to be furnished by the Regional Director for the Eighth Region, shall, after being duly signed by the Respondent's representative, be posted by the Respondent immediately upon receipt thereof and maintained by it for a period of sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material;

(c) Notify the Regional Director for the Eighth Region, in writing, within ten (10) days from the date of this Order what steps the Respondent has taken to comply herewith.

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It Is Hereby Further Ordered that except as otherwise found herein the complaint be, and it hereby is, dismissed.

Dated, Washington, D. C., August 25, 1954.

Guy Farmer,	Chairman
Abe Murdock,	Member
Ivar H. Peterson,	Member
Philip Ray Rodgers,	Member
Albert C. Beeson,	Member
National Labor Relations Board.	

(Seal)

<sup>3</sup>In the event that this order is enforced by a decree of a United States Court of Appeals, there shall be substituted for the words "PURSUANT TO A DECISION AND ORDER" the words "PURSUANT TO A DECREE OF THE UNITED STATES COURT OF APPEALS; ENFORCING AN ORDER."



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Guy Farmer, Chairman and Ivar H. Peterson, Member, concurring:

While we agree with the result in this case, we feel that some additional comment is necessary.

The single issue in this case is strictly limited to the extent of an employer's right to deny to nonemployee union representatives the privilege of distributing union campaign literature on the company's parking lot. As we view it, the rule in such situations is that an employer may not enforce such a rule if in fact it is impossible or unreasonably difficult for the union to distribute organizational literature to the employees entirely off the employer's premises.

We agree with the majority on the record before us that the General Counsel has, by affirmative evidence, proved such inaccessibility at this plant.

We do not, however, adopt the breadth of the rationale set out by the Trial Examiner in his Intermediate Report, wherein he apparently confuses the question of an employer's right to exclude nonemployees from the parking lot and the employer's right to prohibit union solicitation and activity by its employees on company property during non-working hours. There is an implication in the Intermediate Report that, whenever an employer would exclude nonemployees from the parking lot, "the burden is upon the employer to show the existence of circumstances warranting the prohibition." That is not the law as we understand it. An employer must justify, by carrying an affirmative burden resting upon him, a blanket prohibition against union activities or solicitation by his employees on company property. However, when it comes to the exclusion of strangers from the plant premises, the exercise of such

*Decision and Order*

privilege does not depend upon an employer being able to affirmatively prove that the rule is justified. Rather, as stated above, the affirmative burden rests upon the General Counsel to prove inaccessibility off the premises, and failing this the outside organizers have no right, enforceable by this Board, to come on the employer's premises for organizing purposes. We concur in the majority decision because we

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are satisfied that the General Counsel has sustained his Burden of Proof.

Dated, Washington, D. C., August 25, 1954.

Guy Farmer,	Chairman
Ivar H. Peterson,	Member
National Labor Relations Board.	

Member Beeson, dissenting in part:

I cannot agree with my colleagues that the Respondent violated Section 8 (a) (1) of the Act by refusing, under the circumstances of this case, to permit nonemployees to distribute literature on its parking lot. By affirming the Trial Examiner on this issue, they are in effect converting an exception into the general rule.

It cannot be questioned that as a general rule, an employer may control the use of his property as he wishes. It is only when the manner in which he exercises that right of control substantially impinges on the rights of others—in these particular circumstances on the rights of employees as guaranteed by Section 7 of the Act—that his right of control is subject to limitation. The question in each case is one of fact; and the question in this case is: In the light of all the facts, does the Respondent's prohibition constitute a serious impediment to the right of employees

*Decision and Order*

to secure the information necessary for the exercise of their rights as guaranteed by the Act?

What, then, are the facts? As found by the Trial Examiner, the nonemployee union organizers were able to distribute literature outside the plant gates on some 25 different occasions. Concededly, the conditions under which they worked were not ideal; concededly, distribution was not always 100-percent effective. Nevertheless, literature was distributed in substantial quantities by the nonemployee organizers. And, in addition, no restrictions were placed on the distribution of literature in the parking lot by employees who did in fact distribute literature there on a number of occasions, including the very literature which the nonemployee organizers sought to distribute.

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I can perceive in these facts no serious impediment to the employees' right to secure information. This being so, this case is clearly distinguishable from the *Le Tourneau* case<sup>4</sup> and the other cases relied on by the Trial Examiner and my colleagues. In each of those cases which did not involve discriminatory application of the prohibition,<sup>5</sup> the rule in force and its application effectively closed all avenues by which the employees could receive the necessary information. Thus, in *Le Tourneau*, no distribution of any kind was permitted on company property, and the location of the plant and the other physical characteristics made distribution off the property virtually impossible.

<sup>4</sup>*Le Tourneau Company of Georgia*, 54 NLRB 1253, 1255-1262, enf. 324 U. S. 793.

<sup>5</sup>Such as *United Aircraft Corporation*, 67 NLRB 594, 600-608; *Carolina Mills, Inc.*, 92 NLRB 1141, 1165-1166; *Grand Central Aircraft Co., Inc.*, 103 NLRB 1114, 1118, 1159. Although these cases involved factual situations somewhat similar to *Le Tourneau* and the other distinguishable cases, the added factor of discrimination between union organizers and other outsiders, or between distribution of union and antiunion literature, in any event vitiates their value as precedent in the factual situation involved herein.

*Decision and Order*

And in the other cases a similar broad no-distribution rule effectively closed one avenue of access to such information, while the other avenues were closed by the physical characteristics of the plant location.<sup>6</sup> In the instant case, however, at least one effective avenue of access to information has been left open, and the resulting situation is therefore more nearly analogous to the cases in which no-distribution rules have been held to be valid;<sup>7</sup> than to the cases in which they have been held to be unlawful. In view of this situation, the facts that the plant may be located in an isolated area, or that substantial numbers of the employees may live at points distant from the plant, lose their significance. But by giving controlling weight to these physical characteristics, and to the physical characteristics of distribution off the Respondent's property,

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while failing to give proper consideration to other relevant factors, including the facts showing the extent of actual distribution, my colleagues have in substance established a general rule for parking lot distribution. Such a rule goes beyond the necessities of the situation, and is therefore unwarranted.

As I agree with the Board's disposition of the other issue in this case, I would dismiss the complaint in its entirety.

Dated, Washington, D. C., Aug. 25, 1954.

Albert C. Beeson, Member  
National Labor Relations Board

<sup>6</sup>Caldwell Furniture Company, 97 NLRB 1501, enf. 199 F. 2d 267 (C. A. 4); The Monarch Machine Tool Co., 102 NLRB 1242, enf. 210 F. 2d 183 (C. A. 6); Remington Rand, Inc., 103 NLRB 152, 163-169; Monsanto Chemical Company, 108 NLRB No. 151.

<sup>7</sup>Newport News Children's Dress Co., Inc., 91 NLRB 1521; Mooresville Mills, 99 NLRB 572, 583-584.



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APPENDIX A  
NOTICE TO ALL EMPLOYEES AT THE DELAWARE  
PLANT  
PURSUANT TO  
A DECISION AND ORDER

of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT prohibit the distribution of union literature by union representatives on our parking lot, except pursuant to reasonable regulations or controls not of such character as to deny them access to employees for the purpose of distribution.

Ranco, Inc.  
(Employer)

Dated..... By.....  
(Representative) (Title)

This notice must remain posted for sixty (60) days from the date hereof, and must not be altered, defaced, or covered by any other material.

**PETITION FOR ENFORCEMENT OF AN ORDER OF  
THE NATIONAL LABOR RELATIONS BOARD**

To the Honorable, the Judges of the United States  
Court of Appeals for the Sixth Circuit:

The National Labor Relations Board, pursuant to the National Labor Relations Act, as amended (61 Stat. 136, 29 U.S.C., Secs. 141, et seq.), hereinafter called the Act, respectfully petitions this Court for the enforcement of its order against Respondent, Ranco, Inc., Delaware, Ohio, its officers, agents, successors, and assigns. The proceeding resulting in said order is known upon the records of the Board as "Ranco, Inc., and International Union, United Automobile, Aircraft & Agricultural Implement Workers of America, UAW-CIO," Case No. 8-CA-847.

In support of this petition the Board respectfully shows:

(1) Respondent is an Ohio corporation engaged in business in the State of Ohio, within this judicial circuit where the unfair labor practices occurred. This Court therefore has jurisdiction of this petition by virtue of Section 10(e) of the National Labor Relations Act, as amended.

(2) Upon due proceedings had before the Board in said matter, the Board on August 25, 1954, duly stated its findings of fact and conclusions of law, and issued an Order directed to the Respondent, its officers, agents, successors, and assigns. On the same date, the Board's Decision and Order was served upon Respondent by sending a copy thereof postpaid, bearing Government frank, by registered mail, to Respondent's Counsel.

(3) Pursuant to Section 10 (e) of the National Labor Relations Act, as amended, the Board is certifying and filing with this Court a transcript of the entire record of the proceeding before the Board upon which the said Order

*Petition for Enforcement, Etc.*

was entered, which transcript includes the pleadings, testimony and evidence, findings of fact, conclusions of law, and the Order of the Board sought to be enforced.

WHEREFORE, the Board prays this Honorable Court that it cause notice of the filing of this petition and transcript to be served upon Respondent and that this Court take jurisdiction of the proceeding and of the questions determined therein and make and enter upon the pleadings, testimony and evidence, and the proceedings set forth in the transcript and upon the Order made thereupon a decree enforcing those sections of the Board's said Order which relate specifically to the Respondent herein, and requiring Respondent, its officers, agents, successors, and assigns, to comply therewith.

National Labor Relations Board

By (s) David P. Findling

Associate General Counsel

Dated at Washington, D. C.  
this 22d day of Oct., 1954

## ANSWER OF RESPONDENT

1. Ranco Inc., the Respondent herein, for its Answer to the Board's Petition filed herein, admits the allegations contained in paragraphs numbered (1), (2) and (3) of said Petition.

2. Respondent says that it has not complied with the Board's order and further says that the prayer of the petition should be denied and that the said order should be rescinded, reversed, set aside and held for naught for the reason that the Board's Findings of Fact and Conclusions of Law, Decision and Order, are arbitrary and capricious, are not supported by the evidence, and are contrary to law.

3. Respondent says that on the record herein, the Board erred as a matter of law in adopting the findings, conclusions and recommendation of the Trial Examiner on the subject-matter of the Board's Order, and in overruling Respondent's Exceptions duly filed thereto.

4. Respondent says that the Board erred as a matter of law in finding that Respondent's action in refusing access to its parking lot to all non-employees indiscriminately constituted a violation of the National Labor Relations Act, as amended, under the circumstances shown in this record, to-wit, that such distribution of literature and other Union activities on Respondent's premises and parking lot were permitted to employees, and that such employees freely engaged in such distribution and activities.

5. Respondent says that on the record herein, the Board erred in finding that enforcement of Respondent's non-discriminatory rule against distribution of literature by non-employees made it "impossible or unreasonably difficult" for the Union to distribute literature; and that it therefore constituted an "unreasonable impediment to self-



*Answer of Respondent*

organization" and constituted a violation of Section 8(a) (1) of the Act.

WHEREFORE, Respondent prays that the petition of the Board for enforcement of its Order be denied and dismissed and that the Order be reversed set aside and held for naught.

Ranco, Inc.

By Stanley, Smoyer & Schwartz

Stanley, Smoyer & Schwartz

(Eugene B. Schwartz)

970 Union Commerce Building

Cleveland 14, Ohio

Prospect 1-4180

Attorneys for Respondent

State of Ohio }  
Franklin County } ss

W. R. Opp, being first duly sworn, deposes and says that he is the Vice-President of Ranco, Inc., the Respondent in this matter; that Ranco Inc., is a corporation; that he is duly authorized to make this verification in behalf of said corporation; that he has read the foregoing answer of the corporation; and that the allegations and averments therein contained are true to the best of his knowledge and belief.

W. R. Opp

Sworn to and subscribed before me this 17th day of December, 1954.

Harry R. Hiss,  
Notary Public

(Seal)

My commission expires May 14, 1956.

MINUTE ENTRY OF ARGUMENT AND SUBMISSION—April 22,  
1955 (OMITTED IN PRINTING)

IN UNITED STATES COURT OF APPEALS

JUDGMENT—Filed April 27, 1955

This cause came on to be heard on the petition of the National Labor Relations Board for enforcement of its order directing the respondent company to cease and desist from prohibiting the distribution of union literature by union representatives on the company's parking lot, except pursuant to reasonable regulations or control of such character as not to deny them access to the company's employees for the purpose of distributing such literature; and directing the respondent to rescind its plant rule concerning such distribution on its parking lot at its plant in Delaware, Ohio, except pursuant to reasonable regulations of such character as not to deny union representatives access to its employees for the purpose of distributing its literature;

And it appearing, upon a review of the record as a whole, that there is substantial evidence to support the findings of fact of the board;

And it appearing further that, in our judgment, the board properly applied the principles of decisions in the following cases, *N.L.R.B. v. Monarch Machine Tool Company*, 210 F. (2d) 183, 184-187 (C.A. 6); certiorari denied 347 U.S. 967; *N.L.R.B. v. Lake Superior Lumber Co.*, 167 F. (2d) 147, 150 (C.A. 6); *N.L.R.B. v. LeTourneau Company of Georgia*, 324 U.S. 793, 797, 798;

The petition of the labor board for enforcement of its order is granted as prayed by it.

Petition for rehearing covering 18 pages filed June 14, 1955, omitted from this print.

It was denied, and nothing more by order June 30, 1955.

## IN UNITED STATES COURT OF APPEALS

ORDER DENYING REHEARING—Filed June 30, 1955

The petition for rehearing is denied:

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Clerk's Certificate to foregoing transcript omitted in printing.

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SUPREME COURT OF THE UNITED STATES, OCTOBER TERM, 1955

No. 422

RANCO, INCORPORATED, Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD

ORDER ALLOWING CERTIORARI—Filed November 14, 1955

The petition herein for a writ of certiorari to the United States Court of Appeals for the Sixth Circuit is granted, and the case is transferred to the summary calendar and assigned for argument immediately following No. 250 and No. 251.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

(5537-6)